

69.4 Service Offerings

- 69.4.1 Embarq shall provide Level 3 with access to new services, features and functions concurrent with Embarq's notice to Level 3 of such changes, if such service, feature or function is installed and available in the network or as soon thereafter as it is installed and available in the network, so that Level 3 may conduct market testing.
- 69.4.2 Essential Services. For purposes of service restoral, Embarq shall designate a Level 3 access line as an Essential Service Line (ESL) at Parity with Embarq's treatment of its own end users and applicable state law or regulation, if any.
- 69.4.3 Blocking Services. Upon request from Level 3, employing Embarq-approved LSR documentation, Embarq shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill-to-third party and collect calls, on a line, PBX, or individual service basis. Blocking shall be provided to the extent (a) it is an available option for the Telecommunications Service resold by Level 3, or (b) it is technically feasible when requested by Level 3 as a function of unbundled Network Elements.
- 69.4.4 Training Support. Embarq shall provide training, on a non-discriminatory basis, for all Embarq employees who may communicate, either by telephone or face-to-face, with Level 3 end users. Such training shall include compliance with the branding requirements of this Agreement including without limitation provisions of forms, and unbranded "Not at Home" notices.

70 ORDERING AND PROVISIONING

- 70.1 Ordering and Provisioning Parity. Embarq shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable Level 3 to provide the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements at Parity.
- 70.2 National Exchange Access Center (NEAC)
 - 70.2.1 Embarq shall provide a NEAC or equivalent which shall serve as Level 3's point of contact for all activities involved in the ordering and provisioning of Embarq's unbundled Network Elements, features, functions, and resale services.
 - 70.2.2 The NEAC shall provide to Level 3 a nationwide telephone number (available from 6:00 a.m. to 8:00 p.m. Eastern Standard Time, Monday through Friday, and 8:00 am through 5:00 P.M. Eastern Standard Time on

Saturday) answered by competent, knowledgeable personnel trained to answer questions and resolve problems in connection with the ordering and provisioning of unbundled Network Elements (except those associated with local trunking interconnection), features, functions, capabilities, and resale services.

70.2.3 Embarq shall provide, as requested by Level 3, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Embarq's standard business hours and at other times as agreed upon by the parties to meet end user demand.

70.3 Street Index Guide (SIG). Within thirty (30) Days of Level 3's written request, Embarq shall provide to Level 3 the SIG data in the National Emergency Number Association Two (NENA2) format. A CDROM containing the SIG data will be shipped to the Level 3's designated contact on a monthly basis until the request is cancelled.

70.4 CLASS and Custom Features. Where generally available in Embarq's serving area, Level 3, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.

70.5 Number Administration/Number Reservation

70.5.1 Embarq shall provide testing and loading of Level 3's NXX on the same basis as Embarq provides itself or its affiliates. Further, Embarq shall provide Level 3 with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with Level 3. When Level 3 uses numbers from an Embarq NXX, Embarq shall provide the same range of number choices to Level 3, including choice of exchange number, as Embarq provides its own subscribers. Reservation and aging of Embarq NXX's shall remain Embarq's responsibility.

70.5.2 In conjunction with an order for service, Embarq shall accept Level 3 orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by Level 3.

70.5.3 For simple services number reservations and aging of Embarq's numbers, Embarq shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Embarq shall provide confirmation of the number reservation within twenty-four (24) hours of Level 3's request. Consistent with the manner in which Embarq provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

70.6 Service Order Process Requirements

70.6.1 Service Migrations and New Subscriber Additions

70.6.1.1 For resale services, other than for a Level 3 order to convert "as is" a Level 3 subscriber, Embarq shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to Level 3 service without prior Level 3 agreement.

70.6.1.2 For services provided through UNEs, Embarq shall recognize Level 3 as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another Level 3 or Embarq. In addition, Embarq and Level 3 will work cooperatively to minimize service interruptions during the conversion.

70.6.1.3 Unless otherwise directed by Level 3 and when technically capable, when Level 3 orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.

70.6.1.4 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Embarq, to the extent resources are readily available, and Level 3 will agree on a scheduled conversion time, which will be a designated time period within a designated date.

70.6.1.5 Any request made by Level 3 to coordinate conversions after normal working hours, or on Saturdays or Sundays or Embarq holidays shall be performed at Level 3's expense.

70.6.1.6 A general Letter of Agency (LOA) initiated by Level 3 or Embarq will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by Level 3 or Embarq. Level 3 and Embarq agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber's local service with the original local carrier.

70.6.2 Intercept Treatment and Transfer Service Announcements. Embarq shall provide unbranded intercept treatment and transfer of service announcements to Level 3's subscribers. Embarq shall provide such treatment and transfer of service announcement in accordance with local tariffs and as provided to similarly situated Embarq subscribers for all service disconnects, suspensions, or transfers.

70.6.3 Due Date

70.6.3.1 Embarq shall supply Level 3 with due date intervals to be used by Level 3 personnel to determine service installation dates.

70.6.3.2 Embarq shall use reasonable efforts to complete orders by the Level 3 requested DDD within agreed upon intervals.

70.6.4 Subscriber Premises Inspections and Installations

70.6.4.1 Level 3 shall perform or contract for all Level 3's needs assessments, including equipment and installation

requirements required beyond the Demarcation/NID, located at the subscriber premises.

- 70.6.4.2 Embarq shall provide Level 3 with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Embarq's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.

70.6.5 Firm Order Confirmation (FOC)

- 70.6.5.1 Embarq shall provide to Level 3, a Firm Order Confirmation (FOC) for each Level 3 order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
- 70.6.5.2 For a revised FOC, Embarq shall provide standard detail as defined by the OBF standards.
- 70.6.5.3 Embarq shall provide to Level 3 the date that service is scheduled to be installed.

70.6.6 Order Rejections

- 70.6.6.1 Embarq shall reject and return to Level 3 any order that Embarq cannot provision, due to technical reasons, missing information, or jeopardy conditions resulting from Level 3 ordering service at less than the standard order interval. When an order is rejected, Embarq shall, in its reject notification, specifically describe all of the reasons for which the order was rejected. Embarq shall reject any orders on account of the customer Desired Due Date conflicts with published Embarq order provisioning interval requirements.

70.6.7 Service Order Changes

- 70.6.7.1 In no event will Embarq change a Level 3 initiated service order without a new service order directing said change. If an installation or other Level 3 ordered work requires a change from the original Level 3 service order in any manner, Level 3 shall initiate a revised service order. If requested by Level 3, Embarq shall then provide Level 3 an estimate of additional labor hours and/or materials.
- 70.6.7.2 When a service order is completed, the cost of the work performed will be reported promptly to Level 3.
- 70.6.7.3 If a Level 3 subscriber requests a service change at the time of installation or other work being performed by Embarq on behalf of Level 3, Embarq, while at the subscriber premises,

shall direct the Level 3 subscriber to contact Level 3, and Level 3 will initiate a new service order.

- 70.7 Network Testing. Embarq shall perform all its standard pre-service testing prior to the completion of the service order.
- 70.8 Service Suspensions/Restorations. Upon Level 3's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Embarq shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Embarq shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.
- 70.9 Order Completion Notification. Upon completion of the requests submitted by Level 3, Embarq shall provide to Level 3 a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.
- 70.10 Specific Unbundling Requirements. Level 3 may order and Embarq shall provision unbundled Network Elements. However, it is Level 3's responsibility to combine the individual network elements should it desire to do so.
- 70.11 Systems Interfaces and Information Exchanges
 - 70.11.1 General Requirements
 - 70.11.1.1 Embarq shall provide to Level 3 Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.
 - 70.11.1.2 Until the Electronic Interface is available, Embarq agrees that the NEAC or similar function will accept Level 3 orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by Level 3 and Embarq.
 - 70.11.1.3 If the method of connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of Level 3 to retrieve their response(s) from the server.
 - 70.11.1.4 It is the responsibility of Level 3 to provide Embarq with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.
 - 70.11.2 For any Level 3 subscriber Embarq shall provide, subject to

applicable rules, orders, and decisions, Level 3 with access CPNI without requiring Level 3 to produce a signed LOA, based on Level 3's blanket representation that subscriber has authorized Level 3 to obtain such CPNI.

- 70.11.2.1 The preordering Electronic Interface includes the provisioning of CPNI from Embarq to Level 3. The Parties agree to execute a LOA agreement with the Embarq end user prior to requesting CPNI for that Embarq end user, and to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.
- 70.11.2.2 The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. For end users changing service from one party to the other, specific end user LOAs may be requested by the Party receiving CPNI requests to investigate possible slamming incidents, and for other reasons agreed to by the Parties.
- 70.11.2.3 The receiving Party may also request documentation of an LOA if CPNI is requested and a subsequent service order for the change of local service is not received. On a schedule to be determined by Embarq, Embarq will perform a comparison of requests for CPNI to service orders received for the change of Local Service to Level 3. Embarq will produce a report of unmatched requests for CPNI, and may require an LOA from Level 3 for each unmatched request. Level 3 agrees to provide evidence of end user permission for receipt of CPNI for all end users in the request by Embarq within three (3) Business Days of receipt of a request from Embarq. Should Embarq determine that there has been a substantial percentage of unmatched LOA requests, Embarq reserves the right to immediately disconnect the preordering Electronic Interface.
- 70.11.2.4 If Level 3 is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Embarq, or if Embarq determines that an LOA is inadequate, Level 3 will be considered in breach of this section. Level 3 can cure the breach by submitting to Embarq evidence of an LOA for each inadequate or omitted LOA within three (3) Business Days of notification of the breach.
- 70.11.2.5 Should Level 3 not be able to cure the breach in the timeframe noted above, Embarq will discontinue processing new service

orders until, in Embarq's determination, Level 3 has corrected the problem that caused the breach.

70.11.2.6 Embarq will resume processing new service orders upon Embarq's timely review and acceptance of evidence provided by Level 3 to correct the problem that caused the breach.

70.11.2.7 If Level 3 and Embarq do not agree that Level 3 requested CPNI for a specific end user, or that Embarq has erred in not accepting proof of an LOA, the Parties may immediately request dispute resolution in accordance with Part B. Embarq will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

70.12 Level 3 may use Embarq's ordering process (IRES) to:

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

70.12.1.1 to schedule dispatch and installation appointments at Parity.

70.12.1.2 to access Embarq subscriber information systems which will allow Level 3 to determine if a service call is needed to install the line or service at Parity.

70.12.1.3 to access Embarq information systems which will allow Level 3 to provide service availability dates at Parity.

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

70.13 Standards

70.13.1 General Requirements. Level 3 and Embarq shall agree upon the appropriate ordering and provisioning codes to be used for UNEs. These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

71 BILLING

71.1 Embarq shall comply with various industry, OBF, and other standards referred to throughout this Agreement. Embarq will review any changes to industry standards, and implement the changes within the industry-defined window. Embarq will notify Level 3 of any deviations to the standards.

71.2 Embarq shall bill Level 3 for each service supplied by Embarq to Level 3

pursuant to this Agreement at the rates set forth in this Agreement.

- 71.3 Embarq shall provide to Level 3 a single point of contact for interconnection and collocation at the National Access Service Center (NASC), and Network Elements and resale at Embarq's NEAC, to handle any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 71.4 Embarq shall provide a single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.
- 71.5 Subject to the terms of this Agreement, Level 3 shall pay Embarq all undisputed amounts within thirty (30) Days from the Bill Date. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.
- 71.6 Billed amounts for which written, itemized disputes or claims have been filed shall be handled in accordance with the Dispute Resolution procedures set forth in Part B of this Agreement.
- 71.7 Embarq will assess late payment charges to Level 3 in accordance with Part B, Section 7.4 of this Agreement.
- 71.8 Embarq shall credit Level 3 for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality and installation problems if caused by Embarq. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.
- 71.9 Where Parties have established interconnection, Embarq and the Level 3 agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Embarq and Level 3 will exchange the appropriate records to bill exchange access charges to the IXC. Embarq and Level 3 agree to capture EMI records for inward terminating and outward originating calls and send them to the other, as appropriate, in a daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct or cartridge).
 - 71.9.1 Embarq will bill Level 3 for message provisioning and, if applicable, data tape charges related to exchange access records. Embarq will bill Level 3 for the records at the rates on Table One. If Level 3 requests additional copies of the monthly invoice, Embarq may also bill Level 3 for the additional copies.
- 71.10 Revenue Protection. Embarq shall make available to Level 3, at Parity with what Embarq provides to itself, its Affiliates and other local telecommunications Level 3s, all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of

the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively, call blocking of domestic, international, 800, 888, 900, NPA-976, 700, 500 and specific line numbers, and the capability to require end-user entry of an authorization code for dial tone. Embarq shall, when technically capable and consistent with the implementation schedule for Operations Support Systems (OSS), additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent OSS.

72 PROVISION OF USAGE DATA

72.1 This Section sets forth the terms and conditions for Embarq's provision of Recorded Usage Data (as defined in this Part) to Level 3 and for information exchange regarding long distance and access billing. The parties agree to record call information for interconnection in accordance with this Section. To the extent technically feasible, each party shall record all call detail information associated with completed calls originated by or terminated to the other Party's local exchange subscriber, and long distance calls transited through one Party's network to the terminating provider. Embarq shall record for Level 3 the messages that Embarq records for and bills to its end users and records for billing of interexchange carriers. These records shall be provided at a party's request and shall be formatted pursuant to Telcordia's EMI standards and the terms and conditions of this Agreement. These records shall be transmitted to the other party on non-holiday Business Days in EMI format via CDN, or provided on a cartridge. Embarq and Level 3 agree that they shall retain, at each party's sole expense, copies of all EMI records transmitted to the other party for at least forty-five (45) calendar days after transmission to the other party.

72.2 General Procedures

72.2.1 Embarq shall comply with various industry and OBF standards referred to throughout this Agreement.

72.2.2 Embarq shall comply with OBF standards when recording and transmitting Usage Data.

72.2.3 Embarq shall record all usage originating from Level 3 end users using resold services ordered by Level 3, where Embarq records those same services for Embarq end users. Recorded Usage Data includes, but is not limited to, the following categories of information:

- 72.2.3.1 Use of CLASS/LASS/Custom Features that Embarq records and bills for its end users on a per usage basis.
- 72.2.3.2 Calls to Information Providers (IP) reached via Embarq facilities will be provided in accordance with Section 72.2.7
- 72.2.3.3 Calls to Directory Assistance where Embarq provides such service to a Level 3 end user.
- 72.2.3.4 Calls completed via Embarq-provided Operator Services where Embarq provides such service to Level 3's local service end user and where Embarq records such usage for its end users using Industry Standard Telcordia EMI billing records.
- 72.2.3.5 Access records related to long distance calling.
- 72.2.3.6 For Embarq-provided Centrex Service, station level detail.
- 72.2.4 Retention of Records. Embarq shall maintain a machine readable back-up copy of the message detail provided to Level 3 for a minimum of forty-five (45) calendar days. During the forty-five (45) day period, Embarq shall provide any data back-up to Level 3 upon the request of Level 3. If the forty-five (45) day period has expired, Embarq may provide the data back-up at Level 3's expense.
- 72.2.5 Embarq shall provide to Level 3 Recorded Usage Data for Level 3 end users. Embarq shall not submit other Level 3 local usage data as part of the Level 3 Recorded Usage Data.
- 72.2.6 Embarq shall not bill directly to Level 3 subscribers any recurring or non-recurring charges for Level 3's services to the end user except where explicitly permitted to do so within a written agreement between Embarq and Level 3.
- 72.2.7 Embarq will record 976/N11 calls and transmit them to the IP for billing. Embarq will not bill these calls to either Level 3 or Level 3's end user.
- 72.2.8 Embarq shall provide Recorded Usage Data to Level 3 billing locations as agreed to by the Parties.
- 72.2.9 Embarq shall provide a single point of contact to respond to Level 3 call usage, data error, and record transmission inquiries.
- 72.2.10 Embarq shall provide Level 3 with a single point of contact and remote identifiers (IDs) for each sending location.
- 72.2.11 Level 3 shall provide a single point of contact responsible for receiving usage transmitted by Embarq and receiving usage tapes from a courier service in the event of a facility outage.

- 72.2.12 Embarq shall bill and Level 3 shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.

72.3 Charges

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

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

- 72.3.3 Embarq will deliver a monthly statement for Wholesale Services in the medium (e.g.: NDM, paper, or CD-ROM) requested by Level 3 as follows:

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

- 72.3.3.2 Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and Level 3 will pay Embarq for providing such call detail;

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

- 72.3.3.4 Embarq agrees to provide information on the end-user's selection of special features where Embarq maintains such information (e.g.: billing method, special language) when Level 3 places the order for service;

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

- 72.3.3.6 Embarq shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Embarq shall also bill Level 3 for additional copies of the monthly invoice.

- 72.3.4 For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are

furnished for a minimum term of one month. Each month is presumed to have thirty (30) days.

72.4 Central Clearinghouse and Settlement

72.4.1 Embarq and Level 3 shall agree upon Clearinghouse and Incollect/Outcollect procedures.

72.4.2 Embarq shall settle with Level 3 for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls under separately negotiated settlement arrangements.

72.5 Lost Data

72.5.1 Loss of Recorded Usage Data. Level 3 Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or omission by Embarq in its performance of the recording function shall be recovered by Embarq at no charge to Level 3. In the event the data cannot be recovered by Embarq, Embarq shall estimate the messages and associated revenue, with assistance from Level 3, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Embarq and Level 3. This estimate shall be used to adjust amounts Level 3 owes Embarq for services Embarq provides in conjunction with the provision of Recorded Usage Data.

72.5.2 Partial Loss. Embarq shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 72.5.1 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

72.5.3 Complete Loss. When Embarq is unable to recover data as discussed in Section 72.5.1 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

72.5.4 Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Embarq shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Embarq shall apply the appropriate average revenue per message ("arpm") agreed to by Level 3 and Embarq to the estimated message volume for messages for

which usage charges apply to the subscriber to arrive at the estimated lost revenue.

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

72.6 Testing, Changes and Controls

- 72.6.1 The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by Level 3 and Embarq.
- 72.6.2 Control procedures for all usage transferred between Embarq and Level 3 shall be available for periodic review. This review may be included as part of an Audit of Embarq by Level 3 or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Embarq and Level 3 must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by Level 3 and Embarq.

72.6.3 Embarq Software Changes

- 72.6.3.1 When Embarq plans to introduce any software changes which impact the format or content structure of the usage data feed to Level 3, designated Embarq personnel shall notify Level 3 no less than ninety (90) calendar days before such changes are implemented.
- 72.6.3.2 Embarq shall communicate the projected changes to Level 3's single point of contact so that potential impacts on Level 3 processing can be determined.
- 72.6.3.3 Level 3 personnel shall review the impact of the change on the entire control structure. Level 3 shall negotiate any perceived problems with Embarq and shall arrange to have the data tested utilizing the modified software if required.

72.6.3.4 If it is necessary for Embarq to request changes in the schedule, content or format of usage data transmitted to Level 3, Embarq shall notify Level 3.

72.6.4 Level 3 Requested Changes:

72.6.4.1 Level 3 may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Embarq.

72.6.4.2 When the negotiated changes are to be implemented, Level 3 and/or Embarq shall arrange for testing of the modified data.

72.7 Information Exchange and Interfaces

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

72.7.2 Rejected Recorded Usage Data

72.7.2.1 Upon agreement between Level 3 and Embarq, messages that cannot be rated and/or billed by Level 3 may be returned to Embarq via CDN or other medium as agreed by the Parties. Returned messages shall be sent directly to Embarq in their original EMI format utilizing standard EMI return codes.

72.7.2.2 Embarq may correct and resubmit to Level 3 any messages returned to Embarq. Embarq will not be liable for any records determined by Embarq to be billable to a Level 3 end user. Level 3 will not return a message that has been corrected and resubmitted by Embarq. Embarq will only assume liability for errors and unguideables caused by Embarq.

73 GENERAL NETWORK REQUIREMENTS

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

73.2 During the term of this Agreement, Embarq shall provide necessary maintenance business process support as well as those technical and systems interfaces at Parity. Embarq shall provide Level 3 with maintenance support at Parity.

73.3 Embarq shall provide on a regional basis, a point of contact for Level 3 to report vital telephone maintenance issues and trouble reports twenty four (24) hours and seven (7) days a week.

- 73.4 Embarq shall provide Level 3 maintenance dispatch personnel on the same schedule that it provides its own subscribers.
- 73.5 Embarq shall cooperate with Level 3 to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.
- 73.6 All Embarq employees or contractors who perform repair service for Level 3 end users shall follow Embarq standard procedures in all their communications with Level 3 end users. These procedures and protocols shall ensure that:
- 73.6.1 Embarq employees or contractors shall perform repair service that is equal in quality to that provided to Embarq end users; and
- 73.6.2 Trouble calls from Level 3 shall receive response time priority that is equal to that of Embarq end users and shall be handled on a "first come first served" basis regardless of whether the end user is a Level 3 end user or an Embarq end user.
- 73.7 Embarq shall provide Level 3 with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to Level 3 under this Agreement equal in quality to that currently provided by Embarq in the maintenance of its own network. Level 3 shall perform its own testing for UNEs.
- 73.8 Embarq shall give maximum advanced notice to Level 3 of all non-scheduled maintenance or other planned network activities to be performed by Embarq on any network element, including any hardware, equipment, software, or system, providing service functionality of which Level 3 has advised Embarq may potentially impact Level 3 end users.
- 73.9 Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 73.10 On all misdirected calls from Level 3 end users requesting repair, Embarq shall provide such Level 3 end user with the correct Level 3 repair telephone number as such number is provided to Embarq by Level 3. Once the Electronic Interface is established between Embarq and Level 3, Embarq agrees that Level 3 may report troubles directly to a single Embarq repair/maintenance center for both residential and small business end users, unless otherwise agreed to by Level 3.
- 73.11 Upon establishment of an Electronic Interface, Embarq shall notify Level 3 via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. Level 3 will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.

- 73.12 Embarq shall perform all testing for resold Telecommunications Services.
- 73.13 Embarq shall provide test results to Level 3, if appropriate, for trouble clearance. In all instances, Embarq shall provide Level 3 with the disposition of the trouble.
- 73.14 If Embarq initiates trouble handling procedures, it will bear all costs associated with that activity. If Level 3 requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then Level 3 will bear the cost.

74 MISCELLANEOUS SERVICES AND FUNCTIONS

74.1 General

- 74.1.1 To the extent that Embarq does not provide the services described in this Section 74 to itself, Level 3 must contract directly with the service provider for such services.

74.1.2 Basic 911 and E911 General Requirements

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

74.1.2.2 Basic 911 and E911 functions provided to Level 3 for unbundled local switching and resale shall be at Parity with the support and services that Embarq provides to its subscribers for such similar functionality.

74.1.2.2.1 In a resale situation, where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with Level 3 data in an interval at Parity with that experienced by Embarq end users.

74.1.2.2.2 Embarq shall transmit to Level 3 daily all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXXs. This transmission shall be electronic and be a separate feed from the subscriber listing feed.

74.1.2.3 In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), Level 3 shall participate in the provision of the 911 System as follows:

74.1.2.3.1 Each party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

74.1.2.3.2 Host Embarq shall be responsible for maintaining the E-911 database. Embarq shall be responsible for maintaining the E-911 routing database.

74.1.2.4 If a third party is the primary service provider to a government agency, Level 3 shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and Level 3 are totally separate from this Agreement and Embarq makes no representations on behalf of the third party.

74.1.3 The following are Basic 911 and E911 Database Requirements

74.1.3.1 The ALI database shall be managed by Embarq, but is the property of Embarq and Level 3 for those records provided by Level 3.

74.1.3.2 To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three business days from

the time requested and provided on diskette, or in a format suitable for use with desktop computers.

74.1.3.3 Level 3 shall be solely responsible for providing Level 3 database records to Embarq for inclusion in Embarq's ALI database on a timely basis.

74.1.3.4 Embarq and Level 3 shall arrange for the automated input and periodic updating of the E911 database information related to Level 3 end users. Embarq shall work cooperatively with Level 3 to ensure the accuracy of the data transfer by verifying it against the SIG. Embarq shall accept electronically transmitted files that conform to NENA Version #2 format.

74.1.3.5 Level 3 shall assign an E911 database coordinator charged with the responsibility of forwarding Level 3 end user ALI record information to Embarq or via a third-party entity, charged with the responsibility of ALI record transfer. Level 3 assumes all responsibility for the accuracy of the data that Level 3 provides to Embarq.

74.1.3.6 Level 3 shall provide information on new subscribers to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) business days of receiving the data from Level 3. If Embarq detects an error in the Level 3 provided data, the data shall be returned to Level 3 within two (2) business days from when it was provided to Embarq. Level 3 shall respond to requests from Embarq to make corrections to database record errors by uploading corrected records within two (2) business days. Manual entry shall be allowed only in the event that the system is not functioning properly.

74.1.3.7 Embarq agrees to treat all data on Level 3 subscribers provided under this Agreement as confidential and to use data on Level 3 subscribers only for the purpose of providing E911 services.

74.2 Directory Listings Service Requests

74.2.1 These requirements pertain to Embarq's Listings Service Request process that enables Level 3 to (a) submit Level 3 subscriber information for inclusion in Directory Listings databases; (b) submit Level 3 subscriber information for inclusion in published directories; and (c) provide Level 3 subscriber delivery address information to enable Embarq to fulfill directory distribution obligations.

74.2.2 When implemented by the Parties, Embarq shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Embarq shall create a standard format and order process by which Level 3 can place an order with a single point of contact within Embarq.

74.2.3 Embarq will provide to Level 3 the following Directory Listing Migration Options, valid under all access methods, including but not

limited to, Resale, UNEs and Facilities-Based:

- 74.2.3.1 Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to Level 3.
- 74.2.3.2 Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to Level 3.
- 74.2.3.3 Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to Level 3.
- 74.2.3.4 To ensure accurate order processing, Embarq or its directory publisher shall provide to Level 3 the following information, with updates promptly upon changes:
 - 74.2.3.5 A matrix of NXX to central office;
 - 74.2.3.6 Geographical maps if available of Embarq service area;
 - 74.2.3.7 A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
 - 74.2.3.8 Listing format rules;
 - 74.2.3.9 Standard abbreviations acceptable for use in listings and addresses;
 - 74.2.3.10 Titles and designations; and
 - 74.2.3.11 A list of all available directories and their Business Office close dates
- 74.2.4 Based on changes submitted by Level 3, Embarq shall update and maintain directory listings data for Level 3 subscribers who:
 - 74.2.4.1 Disconnect Service;
 - 74.2.4.2 Change CLEC;
 - 74.2.4.3 Install Service;
 - 74.2.4.4 Change any service which affects DA information;
 - 74.2.4.5 Specify Non-Solicitation; and
 - 74.2.4.6 Are Non-Published, Non-Listed, or Listed.

74.2.5 Embarq shall not charge for storage of Level 3 subscriber information in the DL systems.

74.2.6 Level 3 shall not charge for storage of Embarq subscriber information in the DL systems.

74.3 Directory Listings General Requirements. Level 3 acknowledges that many directory functions including but not limited to yellow page listings, enhanced white page listings, information pages, directory proofing, and directory distribution are not performed by Embarq but rather are performed by and are under the control of the directory publisher. Level 3 acknowledges that for a Level 3 subscriber's name to appear in a directory, Level 3 must submit a Directory Service Request (DSR). Embarq shall use reasonable efforts to assist Level 3 in obtaining an agreement with the directory publisher that treats Level 3 at Parity with the publisher's treatment of Embarq.

74.3.1 This Section 74.3 pertains to listings requirements published in the traditional white pages.

74.3.2 Embarq shall include in its master subscriber system database all white pages listing information for Level 3 subscribers in Embarq territories where Level 3 is providing local telephone exchange services and has submitted a DSR.

74.3.3 Embarq agrees to include one basic White pages listing for each Level 3 customer located within the geographic scope of its White Page directories, at no additional charge to Level 3. A basic White Pages listing is defined as a customer name, address and either the Level 3 assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of Level 3 customers will be interfiled with listings of Embarq and other LEC customers.

74.3.4 Level 3 agrees to provide Level 3 customer listing information, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide Level 3 with the appropriate format for provision of Level 3 customer listing information to Embarq. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.

74.3.5 Embarq agrees to provide White Pages database maintenance services to Level 3. Level 3 will be charged a Service Order entry fee upon submission of Service Orders into Embarq's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Embarq's SOE

System initially, and when Service Orders are entered in order to process a requested change to directory records.

- 74.3.6 Level 3 customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to Level 3 customers.
- 74.3.7 In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for Level 3 to offer for resale to Level 3's customers.
- 74.3.8 Embarq, or its directory publisher, agree to provide White Pages distribution services to Level 3 customers within Embarq's service territory at no additional charge to Level 3. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other Level 3 customers.
- 74.3.9 Embarq agrees to include critical contact information pertaining to Level 3 in the "Information Pages" of those of its White Pages directories containing information pages, if Level 3 meets criteria established by its directory publisher. Critical contact information includes Level 3's business office number, repair number, billing information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. Level 3 will not be charged for inclusion of its critical contact information. The format, content and appearance of Level 3's critical contact information will conform to applicable Embarq directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all Level 3s in a directory.
- 74.3.10 Embarq will accord Level 3 customer listing information the same level of confidentiality that Embarq accords its own proprietary customer listing information. Embarq shall ensure that access to Level 3 customer proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a Level 3 that contains customer listings of both Embarq and Level 3 will not be deemed a violation of this confidentiality provision.
- 74.3.11 Embarq will sell or license Level 3's customer listing information to

any third parties unless Level 3 submits written requests that Embarq refrain from doing so. Embarq and Level 3 will work cooperatively to share any payments for the sale or license of Level 3 customer listing information to third parties. Any payments due to Level 3 for its customer listing information will be net of administrative expenses incurred by Embarq in providing such information to third parties. The parties acknowledge that the release of Level 3's customer listing to Embarq's directory publisher will not constitute the sale or license of Level 3's customer listing information causing any payment obligation to arise pursuant to this Section 74.3.11.

- 74.4 Other Directory Services. Embarq will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with Level 3 which will address other directory services desired by Level 3 as described in this Section 74.4. Both parties acknowledge that Embarq's directory publisher is not a party to this Agreement and that the provisions contained in this Section 74.4 are not binding upon Embarq's directory publisher.
- 74.4.1 Embarq's directory publisher will negotiate with Level 3 concerning the provision of a basic Yellow Pages listing to Level 3 customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to Level 3 customers.
- 74.4.2 Directory advertising will be offered to Level 3 customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other Level 3 customers. Directory advertising will be billed to Level 3 customers by directory publisher.
- 74.4.3 Directory publisher will use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to Level 3 is maintained without interruption.
- 74.4.4 Information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 74.3.9 may be purchased from Embarq's directory publisher, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
- 74.4.5 Directory publisher maintains full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.
- 74.5 Directory Assistance Data. This Section refers to the residential, business, and government subscriber records used by Embarq to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.

Directory Assistance Data is information that enables telephone exchange Level 3s to swiftly and accurately respond to requests for directory information, including, but not limited to name, address and phone numbers. Under the provisions of the Act and the FCC's Interconnection order, Embarq shall provide unbundled and non-discriminatory access to the residential, business and government subscriber records used by Embarq to create and maintain databases for the provision of live or automated operator assisted Directory Assistance. This access shall be provided under separate contract.

74.6 Systems Interfaces and Exchanges

74.6.1 Directory Assistance Data Information Exchanges and Interfaces

74.6.1.1 Subscriber List Information

74.6.1.2 Embarq shall provide to Level 3, at Level 3's request, all published Subscriber List Information (including such information that resides in Embarq's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to Level 3 pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

74.6.1.3 Level 3 shall provide directory listings to Embarq pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.

74.7 Listing Types

LISTED The listing information is available for all directory requirements.

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

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

PART K - REPORTING STANDARDS

75 GENERAL

- 75.1 Embarq shall satisfy all service standards, intervals, measurements, specifications, performance requirements, technical requirements, and performance standards and will pay any penalties for violation of the performance standards that are required by law or regulation. In addition, Embarq's performance under this agreement shall be provided to Level 3 at parity with the performance Embarq provides itself for like service(s).

PART K – COLLOCATION

76 SCOPE OF COLLOCATION TERMS

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

77 TERMINATION OF COLLOCATION SPACE

- 77.1 Level 3 may terminate occupancy in a particular Collocation Space upon thirty (30) Days prior written notice to Embarq. Upon termination of such occupancy, Level 3 at its expense shall remove its equipment and other property from the Collocation Space. Level 3 shall have thirty (30) Days from the termination date to complete such removal, including the removal of all equipment and facilities of Level 3's Guests; provided, however, that Level 3 shall continue payment of monthly fees to Embarq until such date as Level 3 has fully vacated the Collocation Space. Level 3 will surrender the Collocation Space to Embarq in the same condition as when first occupied by Level 3, except for ordinary wear and tear.
- 77.2 Level 3 shall be responsible for the cost of removing any enclosure, together with all supporting structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.
- 77.3 Upon termination of Level 3's right to possession of a Collocation Space, Level 3 shall surrender possession and vacate the Collocation Space within thirty (30) Days. Failure to surrender the Collocation Space within thirty (30) Days shall be

considered abandonment and Embarq will have the right to remove the equipment and other property of Level 3 or Level 3's Guest and Level 3 will pay all direct reasonable costs with no liability for damage or injury to Level 3's property.

- 77.4 Should Embarq under any section of this Agreement remove any of Level 3's equipment from its collocation space, Embarq will deliver to Level 3 any equipment removed by Embarq only upon payment by Level 3 of the cost of removal, storage and delivery, and all other amounts due Embarq under this Agreement. Should Level 3 fail to remove any of its equipment deemed abandoned, title thereto shall pass to Embarq under this Agreement as if by a Bill of Sale. Nothing herein shall limit Embarq from pursuing, at its option, any other remedy in law, equity, or otherwise related to Level 3's occupancy in the Collocation Space, including any other remedy provided in this Agreement.
- 77.5 Level 3 shall surrender all keys, access cards and Embarq-provided photo identification cards to the Collocation Space and the Building to Embarq, and shall make known to Embarq the combination of all combination locks remaining on the Collocation Space.
- 77.6 If there are no other reasonable alternatives available, Embarq shall have the right, for good cause shown, and upon thirty (30) Days prior notice, to reclaim the Collocation Space or any portion thereof, any Inner Duct, Outside Cable Duct, Cable Vault space or other Embarq-provided facility in order to fulfill its common carrier obligations, any order or rule of the state commission or the FCC, or Embarq's tariffs to provide Telecommunications Services to its end user customers.
- 77.7 If there are no other reasonable alternatives, to require Level 3 to move to equivalent space in the Premises upon receipt of sixty (60) Days written notice from Embarq, in which event, Embarq shall pay all moving costs, and the Collocation License Fee provided for herein shall remain the same.

78 COLLOCATION OPTIONS

- 78.1 Embarq will offer Collocation Space to allow Level 3 to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Embarq shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, Level 3 must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 78.2 Embarq will authorize the enclosure of Level 3's equipment and facilities at Level 3's option. Embarq will provide guidelines and specifications upon request. Based on Level 3's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At Level 3's option, Embarq will permit Level 3 to arrange with a third

party vendor to construct a Collocation Arrangement enclosure at Level 3's sole expense. Level 3's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill Level 3 directly for all work performed for Level 3 and Embarq will have no liability for nor responsibility to pay such charges imposed by the third party vendor. Level 3 must provide the local Embarq building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Embarq will not access Level 3's locked enclosure prior to notifying Level 3 and obtaining authorization.

78.2.1 Embarq has the right to review Level 3's plans and specifications prior to allowing construction to start. Embarq will complete its review within fifteen (15) Days of receipt of such plans. Embarq has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Embarq can require Level 3 to remove or correct, at its cost, any structure that does not meet these plans.

78.3 Level 3 may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by Level 3 ("Host") and other telecommunications carriers ("Guests"). Level 3 will notify Embarq in writing upon execution of any agreement between the Host and its Guest within twelve (12) calendar days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by Level 3 that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.

78.3.1 As Host, Level 3 will be the sole interface and responsible party to Embarq for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Embarq will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a Level 3.

78.3.2 Embarq will not place unreasonable restrictions on Level 3's use of a cage, and as such will allow Level 3 to contract with other Level 3s to share the cage in a sublease type arrangement. If two (2) or more Level 3s that have interconnection agreements with Embarq utilize a shared collocation cage, Embarq will permit each Level 3 to order UNEs and provision service from the shared collocation space, regardless of which Level 3 was the original collocater.

78.3.3 If Host terminates a Collocation Arrangement, Host will provide Guest

thirty (30) days notice. Guest will assume all obligations and rights of Host as to that Collocation Arrangement if Guest remains in the Collocation Space, including payment of all charges.

- 78.4 Embarq will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility. Both Parties will mutually agree on the location of the designated space on the Embarq property where the adjacent structure (such as a CEV or similar structure) will be placed. If a mutual agreement cannot be reached, Embarq will decide the location, subject to zoning or other state and local regulations and future use by Embarq or other requesting Telecommunications Carriers pursuant to an application submitted under Section 80.
- 78.4.1 Level 3 will provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the Embarq point of interconnection. Should Level 3 elect such an option, Level 3 must arrange with a third party vendor to construct an Adjacent Arrangement structure in accordance with this Agreement.
- 78.4.2 Embarq maintains the right to review Level 3's plans and specifications prior to construction of an Adjacent Arrangement(s). Embarq will complete its review within thirty (30) calendar days of site selection and receipt of plans. Except that such time period may be extended if any delay is due to the actions of Level 3. Embarq may inspect the Adjacent Arrangement(s) following construction and prior to commencement to ensure the design and construction comply with submitted plans. Embarq may require Level 3 to correct any deviations from approved plans found during such inspection(s).
- 78.4.3 Embarq will provide AC power, as requested, subject to being technically feasible. At its option, Level 3 may choose to provide its own AC power to the adjacent structure as long as the AC power source is from the same provider as Embarq's.
- 78.4.4 Subject to Level 3 being on the waiting list, in the event that space in an Embarq Premises becomes available, Embarq will provide the option to Level 3 to relocate its equipment from an Adjacent Facility into the Embarq Premises. In the event Level 3 chooses to relocate its equipment, appropriate charges will apply, including charges to vacate the adjacent collocation arrangement and charges applicable for collocation within the Embarq Premises.
- 78.5 To the extent possible, Embarq will provide Level 3 with contiguous space for any subsequent request for physical collocation space, but makes no assurances that contiguous space will be available.
- 78.6 Embarq will provide virtual collocation, subject to being technically feasible, if

physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 U.S.C. § 251(c)(6) and 47 C.F.R. § 51.321).

- 78.6.1 Level 3 may lease to Embarq, at no cost to Embarq, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Embarq install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
- 78.6.2 Virtually collocated equipment shall be purchased by Level 3. Embarq does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of Level 3's equipment, arrangement or facilities.
- 78.6.3 Embarq will install, maintain, and repair Level 3's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Embarq, Embarq's affiliates or third parties. The following services are not covered by this Agreement:
 - 78.6.3.1 services to resolve software or hardware problems resulting from products provided by parties other than Embarq or causes beyond the control of Embarq;
 - 78.6.3.2 service of attached, related, collateral or ancillary equipment or software not covered by this Section;
 - 78.6.3.3 repairing damage caused to Level 3's collocated equipment by persons other than Embarq, or its authorized contractors, or
 - 78.6.3.4 repairing damage to other property or equipment caused by operation of Level 3's collocated equipment and not caused by the sole negligence of Embarq.
 - 78.6.3.5 Level 3 authorizes Embarq to act as Level 3's agent in enforcing and acting upon any applicable manufacturer's warranties and indemnities. To the extent that Embarq is harmed or otherwise requires the protection of the warranties and indemnities, and assignment of such warranties and indemnities are permitted pursuant to the terms of the manufacturers agreement with Level 3, Level 3 hereby jointly assigns such warranty and/or indemnities to Embarq and Level 3. Level 3 warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing. Level 3 shall execute any documents or instruments as may be required to allow Embarq

to act upon or enforce the manufacturer's warranty coverage for any equipment.

78.6.3.6 In the event Embarq's right to utilize and/or maintain the equipment which is the subject matter of this section is restrained or otherwise impacted either by Level 3's failure to make or cause to be made timely payment(s) to the equipment manufacturer, or otherwise, Embarq may give written notice to Level 3 and, in the event Level 3 is under to cure such failure or impacting event within 30 days of notice, such obligations of Embarq which affected by the impacting event and which are related to the affected equipment shall terminate immediately.

78.6.4 Embarq's preparation, if any, of the Premises (e.g., Power, environmental, etc.) for the Virtual Collocation equipment will be charged to Level 3 at rates on Table Two or as filed in a tariff and approved by the Commission.

79 DEMARCATION POINT

- 79.1 Embarq will designate the point of demarcation, unless otherwise mutually agreed to by the Parties, in or adjacent to its Collocation Space. At Level 3's request, Embarq will identify the location(s) of other possible demarcation points available to Level 3, and Level 3 will designate from these location(s) the point(s) of demarcation between its collocated equipment and Embarq's equipment. Embarq will use its best efforts to identify the closest demarcation point to Level 3's equipment that is available.
- 79.2 Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point.
- 79.3 At Level 3's option and expense, a point of termination (POT) bay, frame or digital cross-connect may be placed in or adjacent to the Collocation Space that may, at Level 3's option, serve as the demarcation point. If Level 3 elects not to provide a POT frame, Embarq will agree to handoff the interconnection cables to Level 3 at its equipment, at Level 3's designated demarcation point. When Level 3 elects to install its own POT frame/cabinet, Embarq must still provide and install the required DC power panel.

80 APPLICATION PROCESS

- 80.1 Upon Level 3's selection of a Premises in which it desires to collocate its Equipment, Embarq currently maintains on its Website a current collocation application form (the "Application"). Level 3 will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in Level 3's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay

space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.

80.1.1 Level 3 will complete the Application, and return it, along with the appropriate Application Fee, to Embarq. The Application shall include complete details of the collocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Embarq will not process an Application until both the Application and the applicable Application fee are received.

80.1.2 In the event Level 3 desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, Level 3 will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.

80.1.3 Where Level 3 modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Embarq, Embarq will not impose additional charges or additional intervals that would delay Level 3's operation. Level 3 will notify Embarq of the modifications or additional equipment prior to installation.

80.1.4 If Collocation Space is unavailable or Level 3 withdraws its request, the Application fee, less the costs incurred by Embarq (e.g. engineering record search and administrative activities required to process the Application) will be refunded.

80.2 If Level 3 wishes Embarq to consider multiple methods for collocation on a single Application, Level 3 will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Embarq to process the Application for each of the preferred methods. If Level 3 provides adequate information and its preferences with its Application, Embarq may not require an additional Application, nor would Level 3 be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. Embarq will not select for Level 3 the type of collocation to be ordered.

80.3 Within ten (10) Days after receiving Level 3's Application for collocation, Embarq will inform Level 3 whether the Application meets each of Embarq's established collocation standards. Should Level 3 submit a revised Application

curing any deficiencies in an Application for collocation within ten days after being informed of them, Level 3 shall retain its original position within any collocation queue that Embarq maintains. If Embarq informs Level 3 that there is a deficiency in an Application, Embarq will provide sufficient detail so that Level 3 has a reasonable opportunity to cure each deficiency.

- 80.4 All revisions to an initial request for a Physical Collocation Arrangement submitted by Level 3 must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. Level 3 will be required to pay any applicable Application fees.
- 80.5 Embarq shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
 - 80.5.1 Embarq will notify Level 3 in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
 - 80.5.2 In order to increase the amount of space available for collocation, Embarq will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 80.6 After notifying the Level 3 that Embarq has no available space in the requested Central Office ("Denial of Application"), Embarq will allow Level 3, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Embarq within five (5) Days of the Denial of Application.
 - 80.6.1 If Level 3 contests Embarq's notice that there is not sufficient space in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to Section 251(c)(6) of the Act. If the Commission determines that space is not available, Embarq will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.
 - 80.6.2 On a first come, first serve basis, Embarq will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
 - 80.6.3 Embarq will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if Level 3 has been denied space at an Embarq

Premises and challenges Embarq on space availability at said Premises, Level 3 will be given priority for space assignment if, as a result of the challenge, space is found to be available. Level 3 will reaffirm its collocation request within thirty (30) Days of such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Embarq will advise Level 3 as to its position on the list.

- 80.6.4 If Level 3's Application for Physical Collocation is denied due to lack of space, Embarq will place Level 3 on the waiting list for collocation in particular Premises according to the date Level 3 submitted its Application and not the date of denial for lack of space.
- 80.6.5 Embarq will maintain on its Website a notification document that will indicate all Premises that are without available space. Embarq will update such document within ten (10) Days of the date at which a Premises runs out of physical collocation space.
- 80.7 Embarq will provide a price quote within thirty (30) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications. Price quote response will be increased by five (5) Days for every five (5) additional Applications received. The quotation will include the applicable nonrecurring and recurring rates.
- 80.8 Level 3 has thirty (30) Days from receipt of the quotation to accept the quotation in writing. The quotation expires after thirty (30) Days. After thirty (30) Days, a new Application and Application fee are required. Collocation Space is not reserved until the quotation is accepted. Embarq need not meet the deadlines for provisioning Physical Collocation if, after receipt of any price quotation provided by Embarq, Level 3 does not notify Embarq that physical collocation should proceed.
- 80.9 Level 3 will indicate its intent to proceed with equipment installation in an Embarq Premises by accepting the price quote, which constitutes a Bona Fide Firm Order ("BFFO"). If Level 3 makes changes to its Application in light of Embarq's written Application Response, Embarq may be required to re-evaluate and respond to the change(s). In this event, Level 3's Application will be treated as a Revision.
- 80.10 Space preparation for the Collocation Space will not begin until Embarq receives the BFFO and all applicable fees, including all non-recurring charges required by Embarq at the time of the BFFO.

81 SPACE RESERVATION

- 81.1 The parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section 80. Neither Embarq, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

82 PROVISIONING INTERVALS

- 82.1 Embarq will complete construction of Caged Physical (including Shared Caged), Cageless Physical, and Virtual Collocation arrangements within ninety (90) Days of receipt of a BFFO. Embarq will complete construction of Adjacent Collocation arrangements (as defined in 78.4) within one hundred-twenty (120) Days of receipt of a BFFO. If Embarq is unable to complete construction as provided herein, the parties may agree to a mutually acceptable interval or Embarq may petition the Commission for waiver.

83 CONSTRUCTION AND COMMENCEMENT OF BILLING

- 83.1 Embarq shall permit Level 3 or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such Level 3 subcontractor shall be subject to Embarq's security standards as currently maintained on Embarq's Website. Embarq reserves the right to reject any Level 3 subcontractor upon the same criteria that Embarq would use on its own subcontractors. Level 3 will notify Embarq in writing when construction of physical collocation space is complete.
- 83.2 Embarq shall have the right to inspect Level 3's completed installation of equipment and facilities prior to Level 3 turning up such equipment and facilities. Level 3 shall provide written notification to Embarq when Level 3 has completed its installation of equipment and facilities in the Collocation space, and Embarq shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify Level 3 that Embarq is not exercising its right to inspect such Collocation space at that time and that Level 3 may turn up its equipment and facilities. Failure of Embarq to either inspect the Collocation space or notify Level 3 of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Embarq not to inspect such Collocation space. Level 3 shall have the right to be present at such inspection, and if Level 3 is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of Level 3's Collocated equipment and facilities, Level 3 shall modify its installation to achieve compliance prior to turning up its equipment and facilities.
- 83.3 To the extent Embarq performs the construction of the Physical Collocation Arrangement, Embarq shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to Level 3's order must thereafter be approved by Level 3. The Parties acknowledge that Level 3

approved deviations may require additional construction time and may incur additional Level 3 expenses. Level 3 shall pay all reasonable incremental cost incurred by Embarq as the result of any Revision to the Collocation request. Level 3 will pay all applicable fees, including any nonrecurring charges required by Embarq, prior to Embarq commencing construction of the collocation space.

- 83.4 Level 3 will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Embarq to prepare the Collocation space for the installation of Level 3's equipment and for Extraordinary Costs to maintain the Collocation space for Level 3's equipment on a going-forward basis. Extraordinary Costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Embarq will charge for these Extraordinary Costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, Level 3 and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to Level 3 prior to commencing such work. Extraordinary Costs will only be billed to Level 3 if such costs have been authorized by Level 3. Embarq must advise Level 3 if Extraordinary Costs will be incurred.
- 83.5 Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 83.6 Embarq will notify Level 3 when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Embarq will commence to correct any deviations to Level 3's original or jointly amended requirements within five (5) Days after the walk through. If Level 3 does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, Level 3 will be deemed to have accepted the Collocation Space and billing will commence.
- 83.7 Level 3 must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. Level 3 will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

84 EQUIPMENT

- 84.1 Level 3 may only locate equipment necessary for interconnection to Embarq and accessing Embarq's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 U.S.C. 251 (C) (3), 47 U.S.C. 251 (C) (2), and 47 C.F.R. 51.323(b-c).

- 84.2 Level 3's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public.
- 84.3 All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications ("NEBS"), but Embarq will not impose safety requirements on Level 3 that are more stringent than the safety requirements it imposes on its own equipment. If Embarq denies collocation of Level 3's equipment, citing safety standards, Embarq must provide to Level 3 within five (5) Business Days of the denial a list of all equipment that Embarq locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Embarq contends the competitor's equipment fails to meet. In the event that Embarq believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that Level 3's equipment does not meet NEBS Level 1 safety requirements, Level 3 will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, Embarq will not prevent or otherwise delay installation of the disputed equipment in the Collocation space; however, Level 3 will not activate the equipment during the pendency of the dispute.
- 84.4 Level 3 must notify Embarq in writing that collocation equipment installation is complete and is operational with Embarq's network. If Level 3 fails to place operational telecommunications equipment in the collocated space and connect with Embarq's network within one-hundred-eighty (180) Days of Level 3's acceptance of Embarq's price quote, or other time period mutually agreed to by the Level 3 and Embarq, Embarq may terminate the applicable Collocation Space upon written notice. Level 3 will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

85 AUGMENTS AND ADDITIONS

- 85.1 When Level 3 modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Embarq, Embarq may not impose additional charges or additional intervals that would delay Level 3's operation. Level 3 will notify Embarq of the modifications or additional equipment prior to installation via an augment application form currently provided on Embarq's Website.
- 85.2 In the event Level 3 desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, Level 3 will complete a subsequent Application (augment request) detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor

loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.

- 85.3 Level 3 must submit an Application and applicable Application fee to obtain a price quote. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) Days from BFFO. If special or major construction is required, Embarq will work cooperatively with Level 3 to negotiate mutually agreeable construction intervals for augments.

86 USE OF COMMON AREAS

- 86.1 Level 3, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Embarq including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of Level 3 at the Collocation Space; provided, however, that Embarq shall have the right to reserve parking spaces for Embarq's exclusive use or use by other occupants of the Building as long as Embarq allows for reasonable space to accommodate Level 3's access. Embarq does not guarantee that restroom facilities or water will be available; however, offices that do not have such facilities will be identified during the application process. All common areas shall remain under the exclusive control and management of Embarq, and Embarq shall have the right to change the level, location and arrangement of parking areas and other common areas, as Embarq may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Embarq may from time to time impose, consistent with Level 3's right to access its Collocation Space.
- 86.2 Embarq, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Embarq, for the non-exclusive use of Level 3, Embarq and any other building occupant. Level 3 shall not waste or permit the waste of water.
- 86.3 Embarq shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Embarq shall provide no security specific to Level 3's Collocation Space. Embarq shall not be liable to Level 3 or any other party for loss of or damage to the Collocation Space or Level 3 equipment unless Embarq has failed to provide Building and Premises security in accordance with its normal business practices.
- 86.4 Embarq shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which Level 3 has access pursuant to the terms of this Agreement 24 hours a day, seven days a week. Freight elevator service when used by Level 3's contractors, employees or agents shall be

provided in a non-discriminatory manner as reasonably determined by Embarq.

87 CO-CARRIER CROSS CONNECTION

87.1 Co-carrier cross-connects ("CCXCs") are connections between Level 3 and another collocated telecommunications carrier other than Embarq, and are only available when both collocation arrangements (either caged, cageless, and/or virtual) being interconnected are within the same Embarq premises, provided that the collocated equipment is also used for interconnection with Embarq and/or for access to Embarq's unbundled network elements. Embarq shall provide such CCXCs from Level 3's collocation arrangement to the collocation arrangement of another telecommunications carrier in the same Embarq premises under the terms and conditions of this Agreement. CCXC is provided at the same transmission level from Level 3 to another telecommunications carrier.

87.1.1 Embarq will provide such CCXCs for non-adjacent collocation arrangements at the expense of Level 3 per Level 3's request. Embarq will provide connections between Level 3's own non-adjacent virtual and/or physical collocation arrangements within the same central office at the expense of Level 3 and provisioned per Level 3's order.

87.1.2 Embarq shall permit Level 3 to self-provision, at its sole discretion, CCXCs to interconnect its network with that of another adjacently collocated telecommunications carrier in the same Embarq premises without application.

87.1.3 In those cases where Level 3's virtual and/or physical collocation space is adjacent in the central office, Level 3 may have the option of using Level 3's own technicians at its sole discretion, to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Embarq's technical and safety standards.

- 87.2 The term "Adjacent" in this Section 87 refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 C.F.R. 51.323(k)(3).

88 RATES

- 88.1 The rates for collocation are listed on Table Two.
- 88.2 If Level 3 is the first collocater in the Embarq premises, Level 3 will not be responsible for the entire cost of site preparation and security. However, ancillary charges for unique collocater requests for collocation options directly attributable to the requesting collocater will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.
- 88.3 The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Embarq is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of Level 3's Collocation Arrangement, Embarq will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each Level 3 collocated within the Premises, based on the total space utilized by each collocated Level 3. Should Embarq benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Embarq be the sole beneficiary of an upgrade (e.g., an upgrade would have had to be made regardless of whether or not a Level 3 was collocated in the Premises), Embarq shall absorb all of the costs related to such an upgrade.
- 88.4 Facility Modifications
- 88.4.1 To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
- 88.4.2 If a non-requesting party benefits from the modification, e.g. using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
- 88.4.3 None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 88.4.4 If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from

parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.

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

89 EMBARQ SERVICES AND OBLIGATIONS

89.1 Embarq shall furnish air conditioning and/or other environmental controls, including but not limited to, HVAC, heating and Humidification, for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the Building. Embarq shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by Level 3 to Embarq in its Application which Level 3 hereby represents to Embarq is sufficient to allow Level 3's equipment to function without risk of harm or damage to the Collocation Space, the Building or any equipment or facilities of Embarq or any other occupant of the Building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.

89.1.1 If Level 3 locates equipment or facilities in the Collocation Space which is determined to materially adversely affect the temperature or other environmental conditions otherwise maintained by Embarq in the Building, Embarq will provide Level 3 with notice. If Level 3 has not resolved the problem to Embarq's reasonable satisfaction within 10 days, or shorter period of time if there is an emergency unless otherwise agreed to in writing by the Parties. Embarq reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by Level 3's equipment or facilities shall be paid by Level 3 to Embarq. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.

89.2 If Embarq, in the exercise of its reasonable business judgment, determines that the electricity provided to Level 3 pursuant to this Section is insufficient to support the activity being carried on by Level 3 in the Collocation Space, Embarq may require the installation of additional electrical circuits to provide Level 3 with additional electricity and Level 3 shall reimburse Embarq for any reasonable expenses incurred in making such additional electrical circuits available to Level 3's Collocation Space. Level 3 shall also pay for additional electricity provided via these circuits.

89.2.1 Level 3 covenants and agrees that Embarq shall not be liable or responsible to Level 3 for any loss, damage or expense which Level 3 may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for Level 3's requirements.

89.2.2 Level 3 agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the Level 3's equipment shall not exceed the requested capacity.

89.2.3 Central office power supplied by Embarq into the Level 3 equipment area shall be supplied in the form of power feeders (cables) on cable racking into the designated Level 3 equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of Level 3 equipment. The termination location shall be as agreed by the parties.

89.2.4 Embarq shall provide power as requested by Level 3 to meet Level 3's need for placement of equipment, interconnection, or provision of service.

89.2.5 Embarq power equipment supporting Level 3's equipment shall:

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

89.2.5.2 Have redundant power feeds with physical diversity and battery back-up as required by the equipment manufacturer's specifications for Level 3 equipment, or, at minimum, at parity with that provided for similar Embarq equipment;

89.2.5.3 Provide, upon Level 3's request and at Level 3's expense, the capability for real time access to power performance monitoring and alarm data that impacts (or potentially may impact) Level 3 traffic;

89.2.5.4 Provide central office ground, connected to a ground electrode located within the Collocated Space, at a level

above the top of Level 3 equipment plus or minus 2 feet to the left or right of Level 3's final request; and

- 89.2.5.5 Provide feeder cable capacity and quantity to support the ultimate equipment layout for Level 3's equipment in accordance with Level 3's collocation request.
- 89.2.6 Embarq shall provide cabling that adheres to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2;
- 89.2.7 Embarq shall provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.
- 89.2.8 Embarq will provide Level 3 with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to Level 3 equipment located in Embarq facility. Embarq shall provide Level 3 immediate notification by telephone of any emergency power activity that would impact Level 3's equipment.
- 89.3 Subject to the provisions of Section 89.3.3 hereof, Embarq may furnish an existing Halon 1301 Fire Suppression System, or may, but is not obligated to, provide its equivalent, to provide fire protection in the Collocation Space designed to comply with the National Fire Protection Association ("NFPA") 12A Standard on Halon 1301 Fire Extinguishing Systems or with NFPA standard 2001 dealing with alternative fire suppression agents. Embarq shall furnish fire and smoke detection systems designed to comply with the NFPA 72E Standard on Automatic Fire Detectors in effect as of the collocation date.
 - 89.3.1 Stand alone fire extinguishers will be provided in and about the Building and the Collocation Space by Embarq as required by applicable fire codes.
 - 89.3.2 Embarq and Embarq's insurance carriers will perform regular inspections of fire protection systems, and Level 3 hereby agrees to provide Embarq and Embarq's insurance carrier's access to the Collocation Space for purposes of such inspections, via pass key or otherwise. Embarq agrees to provide Level 3 with notice of its intent to access Level 3's Collocation Space where such notice is practicable; provided, however, that no failure of Embarq to give such notice will affect Embarq's right of access or impose any liability on Embarq. Embarq will, at its expense, maintain and repair the fire and smoke detection systems unless maintenance or repair is required due to the act or omission of Level 3, its employees, agents or invitees, in which case Level 3 shall reimburse Embarq for all reasonable costs of such repair or replacement. If a Halon or alternative fire suppression system is in place, Level 3 shall, if at fault, and at Embarq's option, replace Halon or other fire extinguishing material discharged as a result of Level 3's act or omission. Level 3 shall have no duty to inspect fire protection systems outside the Collocation Space; provided, however,

if Level 3 is aware of damage to the fire protection systems it shall promptly notify Embarq.

89.3.3 Level 3 is aware the Collocation Space will contain a fire detection system and may contain a fire suppression system. In the event of discharge, Embarq is relieved of all liability for damage to equipment or personal injury except in cases where such damage to equipment or personal injury is due to the gross negligence or willful misconduct of Embarq, its officers, agents or employees.

89.4 Embarq shall, at its sole expense, except as hereinafter provided, provide repair and maintenance of heating, cooling and lighting equipment and regularly scheduled refurbishment or decorating to the Collocation Space, Building and Premises, in a manner consistent with Embarq's normal business practices.

89.4.1 Embarq shall not be obligated to inspect the Collocation Space, make any repairs or perform any maintenance unless first notified of the need in writing by Level 3. If Embarq shall fail to commence the repairs or maintenance within twenty (20) Days after written notification, provided that the delay are not caused by Level 3, Level 3's sole right and remedy shall be, after further notice to Embarq, to make such repairs or perform such maintenance and to deduct that cost and expenses from the physical collocation fees payable; provided, however, that the amount of such deduction shall not exceed the reasonable value of such repairs or maintenance.

89.4.2 Embarq shall, where practical, provide Level 3 with twenty-four (24) hours prior notice before making repairs and/or performing maintenance on the Collocation Space; provided, however, that Embarq shall have no obligation to provide such notice if Embarq determines, in the exercise of its sole discretion, that such repair or maintenance must be done sooner in order to preserve the safety of the Building or the Collocation Space, or if required to do so by any court or governmental authority. Work shall be completed during normal working hours or at other times identified by Embarq. Level 3 shall pay Embarq for reasonable expenses incurred if such work is done during other than normal working hours at Level 3's request. Level 3 shall have the right, at its sole expense, to be present during repair or maintenance of the Collocation Space.

89.4.3 The reasonable cost of all repairs and maintenance performed by or on behalf of Embarq to the Collocation Space which are, in Embarq's reasonable judgment, beyond normal repair and maintenance, or are made necessary as a result of misuse or neglect by Level 3 or Level 3's employees, invitees or agents, shall be paid by Level 3 to Embarq within ten (10) Days after being billed for the repairs and maintenance by Embarq.

89.5 Embarq shall provide Level 3 with notice via email three (3) Business Days prior to those instances where Embarq or its subcontractors perform work which is

known to be a service affecting activity. Embarq will inform Level 3 by e-mail of any unplanned service outages. Notification of any unplanned service outages shall be made as soon as practicable after Embarq learns that such outage has occurred.

- 89.6 Embarq reserves the right to stop any service when Embarq deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or otherwise; however, Embarq agrees to use its best efforts not to interfere with Level 3's use of Collocation Space. Embarq does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of Embarq.

89.6.1 No such interruption of service shall be deemed an eviction or disturbance of Level 3's use of the Collocation Space or any part thereof, or render Embarq liable to Level 3 for damages, by abatement of Level 3 Fees or otherwise, except as set forth in the Tariff, or relieve Level 3 from performance of its obligations under this Agreement.

- 89.7 For physical collocation, subject to reasonable building rules and any applicable Security Arrangements, Level 3 shall have the right of entry twenty-four (24) hours per day seven (7) days a week to the Building, common areas, Collocation Space and common cable space.

89.7.1 Embarq reserves the right to close and keep locked all entrance and exit doors of the Premises during hours Embarq may deem advisable for the adequate protection of the Premises. Use of the Premises at any time it is unattended by appropriate Embarq personnel, or on Sundays and state and federal or other holidays recognized by Embarq, or, if Level 3's Collocation Space is not fully segregated from areas of the Premises containing Embarq equipment, shall be subject to such reasonable rules and regulations as Embarq may from time to time prescribe for its own employees and third party contractors.

89.7.2 To require all persons entering or leaving the Premises during such hours as Embarq may reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Collocation Space or the Premises. Embarq is not responsible and shall not be liable for any damage resulting from the admission or refusal to admit any unauthorized person or from the admission of any authorized person to the Premises, unless the damage is the result of gross negligence or willful misconduct on the part of Embarq.

- 89.8 Embarq shall have access to Level 3's Physical Collocation Space at all times, via pass key or otherwise, to allow Embarq to react to emergencies, to maintain the space (not including Level 3's equipment), and to monitor compliance with the rules and regulations of the Occupational Health and Safety Administration or Embarq, or other regulations and standards including but not limited to those

related to fire, safety, health, and environmental safeguards. If a secure enclosure defining the location of Level 3's Collocation Space has been established, and if conditions permit, Embarq will provide Level 3 with notice (except in emergencies) of its intent to access the Collocation Space, thereby providing Level 3 the option to be present at the time of access. Level 3 shall not attach, or permit to be attached, additional locks or similar devices to any door or window, nor change existing locks or the mechanism thereof.

89.8.1 To enter the Collocation Space for the purposes of examining or inspecting same and of making such repairs or alterations as Embarq deems necessary.

89.8.2 To use any means Embarq may deem proper to open Collocation Space doors or enclosures in an emergency. Entry into the Collocation Space obtained by Embarq, during an extreme emergency, by any such means shall not be deemed to be forcible or unlawful entry into or a detainment of or an eviction of Level 3 from the Collocation Space or any portion thereof.

90 LEVEL 3'S OBLIGATIONS

90.1 Level 3 shall regularly inspect the Collocation Space to ensure that the Collocation Space is in good condition. Level 3 shall promptly notify Embarq of any damage to the Collocation Space or of the need to perform any repair or maintenance of the Collocation Space, fixtures and appurtenances (including hardware, heating, cooling, ventilating, electrical, and other mechanical facilities in the Collocation Space). Level 3 shall keep the Collocation Space clean and trash free.

90.2 Level 3 agrees to abide by all of Embarq's security practices for non-Embarq employees with access to the Building, including, without limitation:

90.2.1 Level 3 must obtain non-employee photo identification cards for each Level 3 employee or vendor. Temporary identification cards may otherwise be provided by Embarq for employees or agents, contractors and invitees of Level 3 who may require occasional access to the Collocation Space.

90.2.2 Level 3 will supply to Embarq the completed access form for employees or approved vendors who require access to the Premises. Embarq may reasonably deny access to any person into the building. Embarq's objections will be consistent with the grounds for denying access to personnel of its own contractors or for denying employment directly with Embarq. Embarq may issue security cards, codes, or keys to Level 3's listed employees or vendors where such systems are available and its use by Level 3 will not otherwise compromise building security. The rate for the issuance of security cards is listed on Table Two.

90.2.3 Level 3 is responsible for returning identification and security cards,

codes, or keys of its terminated employees or its employees who no longer require access to the Collocation Space. Level 3 will provide replacement cards as necessary. All cards, codes, or keys must be returned upon termination of the applicable Collocation Space. Level 3 will reimburse Embarq actual costs due to unreturned or replacement cards, codes, or keys.

- 90.2.4 In the event that a key is lost, Level 3 is responsible for costs associated with recoring locks and reissuing keys to Embarq and other parties authorized to access the Premise.
 - 90.2.5 Level 3's employees, agents, invitees and vendors must display identification cards at all times.
 - 90.2.6 Level 3 will assist Embarq in validation and verification of identification of its employees, agents, invitees and vendors by providing a telephone contact available twenty-four (24) hours a day, seven (7) days a week to verify identification.
 - 90.2.7 Removal of all furniture, equipment or similar articles will be based on local Embarq security practices. These security practices will not be more stringent for Level 3 than Embarq requires for its own employees or Embarq's contractors.
 - 90.2.8 Before leaving the Collocation Space unattended, Level 3 shall close and securely lock all doors and windows and shut off unnecessary equipment in the Collocation Space. Any injury to persons or damage to the property of Embarq or any other party with equipment in the Building resulting from Level 3's failure to do so shall be the responsibility of Level 3. Level 3 will defend and indemnify Embarq from and against any claim by any person or entity resulting in whole or in part from Level 3's failure to comply with this section.
 - 90.2.9 Level 3 agrees that Embarq may provide a security escort for physical collocation, at no cost or undue delay to Level 3, to Level 3 personnel while on Embarq Premises. While such escort shall not be a requirement to Level 3's entry into the Building, Level 3 must allow the security escort to accompany Level 3 personnel at all times and in all areas of the Building, excluding the Collocation Space, if so requested.
 - 90.2.10 Level 3 shall post in a prominent location visible from the common Building area, the names and telephone numbers of emergency contact personnel along with names and telephone numbers of their superiors for 24 hour emergency use by Embarq. Level 3 shall promptly update this information as changes occur.
- 90.3 Level 3 will provide Embarq with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to

Embarq equipment located in Level 3 facility. Level 3 shall provide Embarq immediate notification by telephone of any emergency power activity that would impact Embarq equipment.

- 90.4 Level 3 shall not provision and/or install Uninterruptible Power Supply ("UPS") systems within the Embarq premises. The customer is permitted to install Inverted Power Systems if and only if documented compliance with National Equipment Building Standards (NEBS) III and Listing by Underwriters Laboratory (UL) has been met.
- 90.5 Level 3 shall not place Electro-Chemical Storage Batteries of any type inside the collocation space.
- 90.6 Level 3 shall provide Embarq with written notice three (3) Business Days prior to those instances where Level 3 or its subcontractors perform work, which is to be a known service affecting activity. Level 3 will inform Embarq by e-mail of any unplanned service outages. The parties will then agree upon a plan to manage the outage so as to minimize customer interruption. Notification of any unplanned service outage shall be made as soon as practicable after Level 3 learns that such outage has occurred so that Embarq can take any action required to monitor or protect its service.
- 90.7 Level 3 may, at its own expense, install and maintain regular business telephone service in the Collocation Space. If requested by Level 3 and at Level 3's expense, Embarq will provide basic telephone service with a connection jack in the Collocation Space.
- 90.8 Level 3 shall, with the prior written consent of Embarq, have the right to provide additional fire protection systems within the Collocation Space; provided, however, that Level 3 may not install or use sprinklers or carbon dioxide fire suppression systems within the Building or the Collocation Space.
 - 90.8.1 If any governmental bureau, department or organization or Embarq's insurance carrier requires that changes or modifications be made to the fire protection system or that additional stand alone fire extinguishing, detection or protection devices be supplied within that portion of the Building in which the Collocation Space of Level 3s in general are located, such changes, modifications, or additions shall be made by Embarq and Level 3 shall reimburse Embarq for any reasonable cost thereof in the same proportion as the size of Level 3's Collocation Space as compared to the total available collocation space in the affected portion of the Building.
- 90.9 Level 3 shall identify and shall notify Embarq in writing of any Hazardous Materials Level 3 may bring onto the Premises, and will provide Embarq copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs"), or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, *et seq.*). Level 3, its agents

and employees shall transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Level 3 will promptly notify Embarq of any releases of Hazardous Materials and will copy Embarq on any notification of or correspondence with any governmental agency which may be required by any environmental law as a result of such release.

90.9.1 Level 3 shall provide Embarq copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials shall be labeled in accordance with 29 C.F.R. 1910.1200 and applicable state regulations if such regulations are more stringent.

90.9.2 If Embarq discovers that Level 3 has brought onto Embarq's Premises Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Embarq may terminate the applicable Collocation Space or, in the case of pervasive violation, this Agreement or suspend performance hereunder. Level 3 shall be responsible for, without cost to Embarq, the complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. Level 3 shall also be responsible for removing and disposing of all Hazardous Materials on its Collocation Space at the termination of the applicable Collocation Space or this Agreement. If Embarq elects to terminate the applicable Collocation Space or this Agreement or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials contrary to the terms of this Agreement, and shall be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Embarq for defaults under this Agreement.

90.9.3 Level 3 shall indemnify and hold harmless Embarq, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering and other expenses, which may be imposed upon, or incurred by, Embarq or asserted against Embarq by any other party or parties (including, without limitation, Embarq's employees and/or contractors and any governmental entity) arising out of, or in connection with, Level 3's use, storage or disposal of Hazardous Materials.

90.9.4 For purposes of this Section, "Hazardous Materials" shall mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation, asbestos) as defined in, or pursuant to, the OSHA Hazard Communication Standard (29 C.F.R. Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the

Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section shall survive the termination, cancellation, modification or recession of this Agreement.

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

areas free from all obstruction and in a clean and neat condition, move all supplies, furniture and equipment directly to the Collocation Space as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

- 90.10.6 Level 3 shall not, without the prior written consent of Embarq install or operate any lead-acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Collocation Space. Embarq may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.
- 90.10.7 Level 3 shall not use the Collocation Space for housing, lodging or sleeping purposes.
- 90.10.8 Level 3 shall not permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Collocation Space.
- 90.10.9 Level 3 shall not permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Collocation Space or permit the presence of any animals except those used by the visually impaired.
- 90.11 Level 3, its employees, agents, contractors, and business invitees shall:
 - 90.11.1 comply with all rules and regulations which Embarq may adopt for the safety, environmental protection, care, cleanliness and/or preservation of the good order of the Building, the Premises and the Collocation Space and its tenants and occupants, and
 - 90.11.2 comply, at its own expense, with all ordinances which are applicable to the Collocation Space and with all lawful orders and requirements of any regulatory or law enforcement agency requiring the correction, prevention and abatement of nuisances in or upon the Collocation Space during the Term of this Agreement or any extension hereof.
- 90.12 Level 3 shall not make installations, alterations or additions in or to the Collocation Space without submitting plans and specifications to Embarq and securing the prior written consent of Embarq in each instance. Embarq's consent shall not be unreasonably withheld or unduly delayed for non-structural interior alteration to the Collocation Space that do not adversely affect the Building's appearance, value, structural strength and mechanical integrity. Such work shall be done at the sole expense of Level 3.
 - 90.12.1 All installations, alterations and additions shall be constructed in a good and workmanlike manner and only new or good grades of material shall be used, and shall comply with all insurance requirements, governmental requirements, and terms of this Agreement. Work shall be performed at such times and in such manner as to cause a minimum of interference with Embarq's

transaction of business. Level 3 shall permit Embarq to inspect all construction operations within the Collocation Space.

90.12.2 All installations, alterations and additions which take the form of fixtures, except trade fixtures placed in the Collocation Space by and at the expense of Level 3 or others shall become the property of Embarq, and shall remain upon and be surrendered with the Collocation Space. Upon termination of this Agreement, however, Embarq shall have the right to require Level 3 to remove such fixtures and installations, alterations or additions at Level 3's expense, and to surrender the Collocation Space in the same condition as it was prior to the making of any or all such improvements, reasonable wear and tear excepted.

90.12.3 All fixtures and other equipment to be used by Level 3 in, about or upon the Collocation Space shall be subject to the prior written approval of Embarq, which shall not be unreasonably withheld.

90.13 Fireproofing Policy. Level 3 shall not cut or drill into, drive nails or screws into, install conduit or wires, or in any way deface any part of the Collocation Space or the Building, outside or inside, without the prior written consent of Embarq. If Level 3 desires signal, communications, alarm or other utility or service connections installed or changed, the same shall be made by and at the expense of Level 3. Embarq shall have the right of prior approval of such utility or service connections, and shall direct where and how all connections and wiring for such service shall be introduced and run. In all cases, in order to maintain the integrity of the Halon space for proper Halon concentration, and to ensure compliance with Embarq's fireproofing policy, any penetrations by Level 3, whether in the Collocation Space, the Building or otherwise, shall be sealed as quickly as possible by Level 3 with Embarq-approved fire barrier sealants, or by Embarq at Level 3's cost.

- 90.14 Equipment Grounding. Level 3 equipment shall be connected to Embarq's grounding system.
- 90.15 Representations and Warranties. Level 3 hereby represents and warrants that the information provided to Embarq in any Application or other documentation relative to Level 3's request for telecommunications facility interconnection and Central Office Building collocation as contemplated in this Agreement is and shall be true and correct, and that Level 3 has all necessary corporate and regulatory authority to conduct business as a telecommunications carrier. Any violation of this Section shall be deemed a material breach of this Agreement.

91 BUILDING RIGHTS

- 91.1 Embarq may, without notice to Level 3:
- 91.1.1 Change the name or street address of the Premises;
 - 91.1.2 Install and maintain signs on the exterior and interior of the Premises or anywhere on the Premises;
 - 91.1.3 Designate all sources furnishing sign painting and lettering, ice, mineral or drinking water, beverages, foods, towels, vending machines or toilet supplies used or consumed in the Collocation Space;
 - 91.1.4 Have pass keys or access cards with which to unlock all doors in the Collocation Space, excluding Level 3's safes;
 - 91.1.5 Reduce heat, light, water and power as required by any mandatory or voluntary conservation programs at Parity;
 - 91.1.6 Approve the weight, size and location of safes, computers and all other heavy articles around or about the Collocation Space and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or Collocation Space only at such times and in such a manner as Embarq shall direct and in all events at Level 3's sole risk and responsibility;
 - 91.1.7 At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Collocation Space, the Premises, or any part thereof (including, without limitation, the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Collocation Space or any part of the Premises all material and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities. Embarq shall limit inconvenience or annoyance to Level 3 as reasonably possible under the circumstances;
 - 91.1.8 Do or permit to be done any work in or about the Collocation Space or the

Premises or any adjacent or nearby building, land, street or alley, subject to the terms of this Agreement;

91.1.9 Grant to anyone the exclusive right to conduct any business or render any service on the Premises, provided such exclusive right shall not operate to exclude Level 3 from the use expressly permitted by this Agreement, unless Embarq exercises its right to terminate this Agreement with respect to all or a portion of the Collocation Space;

91.1.10 Close the Building at such reasonable times as Embarq may determine, under such reasonable regulations as shall be prescribed by Embarq subject to Level 3's right to access.

91.2 If the owner of the Building or Embarq sells, transfers or assigns any interest in the Building, or there is any material change in the Lease to which the Building is subject, and such sale, transfers assignment or material change in the Lease gives rise to an obligation which is inconsistent with this Agreement, Embarq's performance under this Agreement shall be excused to the extent of the inconsistency. Embarq hereby agrees that it will use its reasonable efforts to avoid any such inconsistency; provided, however, that this obligation shall in no way obligate Embarq to incur any out of pocket expenses in its efforts to avoid such inconsistencies.

91.3 This Agreement shall at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the Collocation Space and Level 3 agrees, upon demand, to execute any instrument as may be required to effectuate such subordination.

92 INSURANCE

92.1 During the term of this Agreement, Level 3 shall carry, and shall cause any subcontractors to carry, with financially reputable insurers which are licensed to do business in all jurisdictions where any Property is located, not less than the following insurance:

- 92.1.1 Commercial General Liability with limits of not less than \$1,000,000 combined single limit per occurrence and aggregate for bodily injury, property damage and personal and advertising injury liability insurance to include coverage for contractual and products/completed operations liability, naming Embarq as additional insured;
- 92.1.2 Business Auto liability, including all owned, non-owned and hired automobiles, in an amount of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage liability, naming Embarq as additional insured;
- 92.1.3 Workers Compensation as provided for in the jurisdiction where the Property is located, with an Employer's Liability limit of not less than \$500,000 per accident or disease; and
- 92.1.4 Umbrella or excess liability in an amount not less than \$5,000,000 per occurrence and aggregate in excess of the above-referenced Commercial General, Business Auto and Employer's Liability, naming Embarq as additional insured; and
- 92.1.5 "All Risk" property insurance on a full replacement cost basis insuring Level 3's property situated on or within the Property. Level 3 may elect to insure business interruption as is outlined in Section 10.
- 92.2 Nothing contained in this Section shall limit Level 3's liability to Embarq to the limits of insurance certified or carried.
- 92.3 All policies required of the Level 3 shall contain evidence of the insurer's waiver of the right of subrogation against Embarq for any insured loss covered thereunder. All policies of insurance shall be written as primary policies and not contributing with or in excess of the coverage, if any, that Embarq may carry.
- 92.4 Level 3 shall furnish to Embarq a certificate or certificates of insurance, satisfactory in form and content to Embarq, evidencing that the above coverage is in force and has been endorsed to guarantee that the coverage will not be cancelled or materially altered without first giving at least 30 days prior written notice to Embarq.
- 92.5 Embarq will carry not less than the insurance coverages and limits required of Level 3.

93 INDEMNIFICATION

- 93.1 Level 3 shall indemnify and hold Embarq harmless from any and all claims arising from:
 - 93.1.1 Level 3's use of the Collocation Space;
 - 93.1.2 the conduct of Level 3's business or from any activity, work or things done, permitted or suffered by Level 3 in or about the Collocation Space

or elsewhere;

- 93.1.3 any and all claims arising from any breach or default in the performance of any obligation on Level 3's part to be performed under the terms of this Agreement; and
- 93.1.4 any negligence of the Level 3, or any of Level 3's agents, and fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.
- 93.2 If any action or proceeding is brought against Embarq by reason of any such claim, Level 3, upon notice from Embarq, shall defend same at Level 3's expense employing counsel satisfactory to Embarq.
- 93.3 Level 3 shall at all times indemnify, defend, save and hold harmless Embarq from any claims, liens, demands, charges, encumbrances, litigation and judgments arising directly or indirectly out of any use, occupancy or activity of Level 3, or out of any work performed, material furnished, or obligations incurred by Level 3 in, upon or otherwise in connection with the Collocation Space. Level 3 shall give Embarq written notice at least ten (10) Business Days prior to the commencement of any such work on the Collocation Space in order to afford Embarq the opportunity of filing appropriate notices of non-responsibility. However, failure by Embarq to give notice does not reduce Level 3's liability under this Section.
 - 93.3.1 If any claim or lien is filed against the Collocation Space, or any action or proceeding is instituted affecting the title to the Collocation Space, Level 3 shall give Embarq written notice thereof as soon as Level 3 obtains such knowledge.
 - 93.3.2 Level 3 shall, at its expense, within thirty (30) Days after filing of any lien of record, obtain the discharge and release thereof or post a bond in an amount sufficient to accomplish such discharge and release. Nothing contained herein shall prevent Embarq, at the cost and for the account of Level 3, from obtaining such discharge and release if Level 3 fails or refuses to do the same within the thirty-day period.
 - 93.3.3 If Level 3 has first discharged the lien as provided by law, Level 3 may, at Level 3's expense, contest any mechanic's lien in any manner permitted by law.

94 LIMITATION OF LIABILITY

- 94.1 EMBARQ SHALL BE LIABLE FOR DAMAGE TO OR DESTRUCTION OF Level 3'S EQUIPMENT AND OTHER PREMISES ONLY IF SUCH DAMAGE OR DESTRUCTION IS CAUSED BY EMBARQ'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.
- 94.2 EMBARQ WILL NOT BE LIABLE FOR (A) ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (B) ANY COMMERCIAL LOSS OF

ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS OR PROFITS), OR (C) ANY LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM USE OF OR INABILITY TO USE THE COLLOCATION SPACE EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT OR SOFTWARE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORY, WHETHER OR NOT EMBARQ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

95 PARTIAL DESTRUCTION

- 95.1 If the Collocation Space or a portion thereof sufficient to make the Collocation Space substantially unusable shall be destroyed or rendered unoccupiable by fire or other casualty, Embarq may, at its option, restore the Collocation Space to its previous condition. Level 3's rights to the applicable Collocation Space shall not terminate unless, within ninety (90) Days after the occurrence of such casualty, Embarq notifies Level 3 of its election to terminate Level 3's rights to the applicable Collocation Space. If Embarq does not elect to terminate Level 3's rights to the applicable Collocation Space, Embarq shall repair the damage to the Collocation Space caused by such casualty.
- 95.2 Notwithstanding any other provision of this Agreement to the contrary, if any casualty is the result of any act, omission or negligence of Level 3, its agents, employees, contractors, Level 3s, customers or business invitees, unless Embarq otherwise elects, Level 3's rights to the applicable Collocation Space shall not terminate, and, if Embarq elects to make such repairs, Level 3 shall reimburse Embarq for the cost of such repairs, or Level 3 shall repair such damage, including damage to the Building and the area surrounding it, and the License Fee shall not abate.
- 95.3 If the Building shall be damaged by fire or other casualty to the extent that portions are rendered unoccupiable, notwithstanding that the Collocation Space may be directly unaffected, Embarq may, at its election within ninety (90) Days of such casualty, terminate Level 3's rights to the applicable Collocation Space by giving written notice of its intent to terminate Level 3's rights to the applicable Collocation Space. The termination as provided in this paragraph shall be effective thirty (30) Days after the date of the notice.

96 EMINENT DOMAIN

- 96.1 If the Premises, or any portion thereof which includes a substantial part of the Collocation Space, shall be taken or condemned by any competent authority for any public use or purpose, Level 3's rights to the applicable Collocation Space shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises, or if the grade of any street or alley adjacent to the Premises is changed by any competent authority and such change of grade makes it necessary or desirable to

remodel the Premises to conform to the changed grade, Embarq shall have the right to terminate Level 3's rights to the applicable Collocation Space upon not less than 30 days notice prior to the date of cancellation designated in the notice. No money or other consideration shall be payable by Embarq to Level 3 for such cancellation, and Level 3 shall have no right to share in the condemnation award or in any judgment for damages caused by such eminent domain proceedings.

97 BANKRUPTCY

- 97.1 If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Level 3, or any voluntary or involuntary proceeding in any court or tribunal shall be instituted to declare Level 3 insolvent or unable to pay Level 3's debts, or Level 3 makes an assignment for the benefit of its creditors, or a trustee or receiver is appointed for Level 3 or for the major part of Level 3's property, Embarq may, if Embarq so elects but not otherwise, and with or without notice of such election or other action by Embarq, forthwith terminate this Agreement.

98 ASBESTOS

- 98.1 Level 3 is aware the Premises in which the Collocation Space is located may contain or have contained asbestos or asbestos containing building materials, and Level 3 is hereby notified that the Premises in which the Collocation Space is located may contain asbestos or asbestos containing building material (ACBM). Level 3 agrees that it is responsible for contacting the appropriate Embarq manager responsible for the Premises to determine the presence, location and quantity of asbestos or ACBM that Level 3's employees, agents, or contractors may reasonably expect to encounter while performing activities in the Premises. Level 3 shall not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with, or resulting from the disturbance of asbestos or ACBM in the Premises unless such disturbance arises out of or in connection with, or results from Level 3's use of the Collocation Space or placement of equipment onto ACBM or into areas containing asbestos identified by Embarq. Embarq agrees to provide Level 3 reasonable notice prior to undertaking any asbestos control, abatement, or other activities which may disturb asbestos or ACBM that could potentially affect Level 3's equipment or operations in the Collocation Space, including but not limited to the contamination of such equipment. Embarq will not have responsibility or liability for any damages, expenses, costs, fees, penalties of any kind arising out of, or in connection with the presence of asbestos in Embarq Premises.

99 MISCELLANEOUS

- 99.1 Level 3 warrants that it has had no dealings with any broker or agent in connection with this Agreement, and covenants to pay, hold harmless and indemnify Embarq from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any broker or agent with

respect to this Agreement or the negotiation thereof.

- 99.2 Submission of this instrument for examination or signature by Embarq does not constitute a reservation of or option for license and it is not effective, as a license or otherwise, until execution and delivery by both Embarq and Level 3.
- 99.3 Neither Embarq nor its agents have made any representation or warranties with respect to the Collocation Space of this Agreement except as expressly set forth herein; no rights, easements, or licenses shall be acquired by Level 3 by implication or otherwise unless expressly set forth herein.
- 99.4 In the event of work stoppages, Embarq may establish separate entrances for use by personnel of Level 3. Level 3 shall comply with any emergency operating procedures established by Embarq to deal with work stoppages.
- 99.5 The individuals executing this Agreement on behalf of Level 3 represent and warrant to Embarq they are fully authorized and legally capable of executing this Agreement on behalf of Level 3.

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

EMBARQ

By: _____

William E. Cheek
(Printed Name)

President – Wholesale Markets
(Title)

9/11/06
(Date)

Level 3

By: _____

Andrea Gavalas-Pierantozzi
(Printed Name)

Vice President – Interconnection Services
(Title)

9/5/06
(Date)

Table One

KEY CODES		SPRINT RATE ELEMENT COST SUMMARY:	MISSOURI	3/31/2006
MRC	NRC			
		RESALE DISCOUNTS	MRC	NRC
		Other than Operator / DA	13.85%	
		Op Assist / DA	41.44%	
		USAGE FILE CHARGES	MRC	NRC
UF01		Message Provisioning, per message	\$0.00307	
UF02		Data Transmission, per message	\$0.00000	
	DB008	Media Charge - per CD (Price reflects shipping via regular U.S. Mail)		\$18.00
		OTHER CHARGES	MRC	NRC
	UP026	Temporary Suspension of Service for Resale - SUSPEND		\$0.00
	UP027	Temporary Suspension of Service for Resale - RESTORE		\$21.00
	UP028	PIC Change Charge, per change		Per Tariff
	DA030	Operator Assistance / Directory Assistance Branding		ICB
		UNE LOOP, TAG & LABEL / RESALE TAG & LABEL	MRC	NRC
	OC013	Tag and Label on a reinstall loop or an existing loop or resale		\$8.85
		TRIP CHARGE	MRC	NRC
	OC003	Trip Charge		\$18.40
		RATE ELEMENT		
		SERVICE ORDER / INSTALLATION / REPAIR	MRC	NRC
	SO001	Manual Service Order NRC		\$16.33
	SO002	Manual Service Order - Listing Only		\$16.33
	SO003	Manual Service Order - Change Only		\$16.33
	SO004	Electronic Service Order (IRES)		\$9.04
	SO005	Electronic Service Order - Listing Only		\$9.04
	SO006	Electronic Service Order - Change Only		\$9.04
	OC008	2-Wire Loop Cooperative Testing		\$38.76
	OC009	4-Wire Loop Cooperative Testing		\$47.61
	OC010	Trouble Isolation Charge		\$54.98
	OC016	Change Telephone Number, per change		\$9.04
	OC017	LNP Coordinated Conversion - Lines 1 -10		\$66.13
	OC018	LNP Coordinated Conversion - Each additional line		\$4.43
	OC023	LNP Conversion - 10 Digit Trigger		\$0.00
		UNE to Special Access or Special Access to UNE Conversions or Migrations (includes EEL)		
	OC021	DS1 Loop, per circuit		\$94.14

	OC021	DS1 Transport, per circuit		\$94.14
	OC022	DS3 Loop, per circuit		ICB
	OC022	DS3 Transport, per circuit		ICB
		UNBUNDLED NETWORK ELEMENTS (UNE)		
		PRE-ORDER LOOP QUALIFICATION	MRC	NRC
	PQ001	Loop Make-Up Information		\$11.05
		LOOPS (RATES INCLUDE NID CHARGE)	MRC	NRC
		2-Wire Analog		
AA013		Band 1	\$34.18	
AA014		Band 2	\$64.56	
AA015		Band 3	\$115.13	
	AA002	First Line		\$80.83
	AA003	Second Line and Each Additional Line (same time)		\$24.61
	AA004	Re-install (Cut Thru and Dedicated/Vacant)		\$49.38
	AA005	Disconnect		\$43.67
		4-Wire Analog		
AA017		Band 1	\$67.55	
AA018		Band 2	\$127.92	
AA019		Band 3	\$229.19	
	AA008	First Line		\$96.52
	AA009	Second Line and Each Additional Line (same time)		\$40.30
	AA010	Re-install (Cut Thru and Dedicated/Vacant)		\$62.98
	AA011	Disconnect		\$43.67
		2-Wire xDSL - Capable Loop		
AA013		Band 1	\$34.18	
AA014		Band 2	\$64.56	
AA015		Band 3	\$115.13	
	DX009	First Line		\$82.68
	DX002	Second Line and Each Additional Line (same time)		\$26.47
	DX003	Re-install (Cut Thru and Dedicated/Vacant)		\$49.38
	DD004	Disconnect		\$43.67
		4-Wire xDSL - Capable Loop		
DX010		Band 1	\$67.55	
DX011		Band 2	\$127.92	
DX012		Band 3	\$229.19	
	DX014	First Line		\$100.24
	DX015	Second Line and Each Additional Line (same time)		\$44.02
	DX016	Re-install (Cut Thru and Dedicated/Vacant)		\$62.98
	DX017	Disconnect		\$43.67
		2-Wire Digital Loop		

AA013		Band 1	\$34.18	
AA014		Band 2	\$64.56	
AA015		Band 3	\$115.13	
	DD002	First Line		\$82.68
	DD003	Second Line and Each Additional Line (same time)		\$26.47
	DD004	Disconnect		\$43.67
		2-Wire ISDN-BRI Digital Loop		
DD013		Band 1	\$58.33	
DD014		Band 2	\$110.21	
DD015		Band 3	\$196.11	
	DD002	First Line		\$82.68
	DD003	Second Line and Each Additional Line (same time)		\$26.47
	DD004	Disconnect		\$43.67
		4-Wire Digital Loop (no electronics)		
DD017		Band 1	\$67.55	
DD018		Band 2	\$127.92	
DD019		Band 3	\$229.19	
	DD006	First Line		\$100.24
	DD007	Second Line and Each Additional Line (same time)		\$44.02
	DD008	Disconnect		\$43.67
		Digital 56k/64k Loop		
DD021		Band 1	\$37.86	
DD022		Band 2	\$64.89	
DD023		Band 3	\$79.07	
	DD030	First Line		\$186.93
	DD031	Second Line and Each Additional Line (same time)		\$130.72
	DD004	Disconnect		\$43.67
		DS1 Service and ISDN PRI Loop		
DD025		Band 1	\$127.97	
DD026		Band 2	\$266.23	
DD027		Band 3	\$250.25	
	DD010	First Line		\$262.04
	DD011	Second Line and Each Additional Line (same time)		\$205.83
	DD008	Disconnect		\$43.67
		DS3 Service		
HC002	HC001	Add DS3 to existing fiber system	\$2,056.28	\$96.27
	HC003	Disconnect		\$17.39
		LOOP CONDITIONING	MRC	NRC
	LC001	Load Coil Removal for all Digital UNE and xDSL-Capable loops that are less than 18,000 feet in length - per line conditioned (No Engineering or Trip charges - price reflects 25 pair economies)		\$0.81
	LC002	Conditioning Engineering Charge - per loop		\$77.30

	LC003	Conditioning Trip Charge - per loop		\$18.05
		The following charges apply to all loops of any length that require Bridged Tap or Repeater removal.		
		Load Coil Removal: Loops 18kft or longer		
	LC004	Unload cable pair, per Underground location		\$183.35
	LC005	Unload Addtl cable pair, UG same time, same location and cable		\$1.12
	LC006	Unload cable pair, per Aerial Location - First Pair		\$75.83
	LC007	Unload Addtl cable pair, AE or BU, same time, location and cable		\$1.12
		Unload cable pair, per Buried Location - First Pair		\$107.67
		Bridged Tap or Repeater Removal - Any Loop Length		
	LC012	Remove Bridged Tap or Repeater, per Underground Location		\$183.66
	LC013	Remove each Addtl Bridged Tap or Repeater, UG same time, location and cable		\$1.42
	LC014	Remove Bridged Tap or Repeater, per Aerial Location - First Pair		\$76.14
	LC015	Remove each Addtl Bridged Tap or Repeater, AE or BU same time, location and cable		\$1.42
		Remove Bridged Tap or Repeater, per Buried Location - First Pair		\$107.97
		SUB LOOPS (RATES INCLUDE NID CHARGE)	MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
		2 Wire Voice Grade and Digital Data Distribution		
SB002		Band 1	\$13.40	
SB003		Band 2	\$23.54	
SB004		Band 3	\$31.65	
	SB010	First Line		\$85.10
	SB011	Second Line and Each Additional Line (same time)		\$28.88
	SB012	Disconnect		\$46.43
		4 Wire Voice Grade and Digital Data Distribution		
SB006		Band 1	\$26.60	
SB007		Band 2	\$46.71	
SB008		Band 3	\$62.80	
	SB013	First Line		\$107.13
	SB014	Second Line and Each Additional Line (same time)		\$50.92
	SB015	Disconnect		\$46.43
		DEDICATED INTEROFFICE TRANSPORT	MRC	NRC
			Refer to Dedicated Transport Tab	
DT2	DT004	DS1		\$82.30
	DT005	DS1 Disconnect		\$17.39
			Refer to Dedicated Transport Tab	
DT3	DT007	DS3		\$82.30
	DT008	DS3 Disconnect		\$17.39

		MULTIPLEXING	MRC	NRC
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$171.41	\$82.30
	DT020	DS1-DS0 Disconnect		\$17.39
DT024	DT021	Multiplexing - DS3-DS1 (per DS3)	\$229.08	\$82.30
	DT022	DS3-DS1 Disconnect		\$17.39
		UNBUNDLED DARK FIBER	MRC	NRC
	DF007	Dark Fiber Application & Quote Preparation Charge Note: These elements are calculated and billed manually using one price per USOC and COS. Detail is provided by the DFA form returned to the customer.		\$260.63
		Transport		
DF009		Interoffice, per foot per fiber - Statewide Average	\$0.00420	
		Additional Charges Applicable to Transport		
DF011		Fiber Patch Cord, per fiber	\$0.7000	
DF012		Fiber Patch Panel, per fiber	\$0.7400	
	DF003	Central Office Interconnection, 1-4 Patch Cords per CO - Install or Disconnect		\$179.67
	OC011	Dark Fiber End-to-End Testing, Initial Strand		\$62.48
	OC012	Dark Fiber End-to-End Testing, Subsequent Strand		\$17.46
		EEL COMBINATIONS	MRC	NRC
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		RECIPROCAL COMPENSATION	MRC	NRC
		End Office - per MOU	\$0.0004	N/A
		Tandem Switching - per MOU	\$0.0004	N/A
		Shared Transport - per MOU	\$0.0004	N/A
		TRANSIT SERVICE	MRC	NRC
		Transit Service Charge - per MOU	\$0.009341	N/A
		DATABASE, available via contract or tariff	MRC	NRC
DB001		Local Number Portability query (LNP) - Contracted	\$0.00030	
DB002		Toll Free Code query (TFC) - Simple - Contracted	\$0.00200	
DB003		Toll Free Code query (TFC) - Complex Additive - Contracted	\$0.00020	
DB004		Line Information Database query (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
DB005		Line Information Database query transport (LIDB) - <i>Per Interstate Tariff</i>	Per Tariff	
DB006		Calling Name Database Access Service query (CNAM) - <i>Contracted, MTM</i>	\$0.01450	
DB009		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 year term</i>	\$0.00800	
DB010		Calling Name Database Access Service query (CNAM) - <i>Contracted, 3 + year term</i>	\$0.00550	

OPERATOR SERVICES / DIRECTORY ASSISTANCE SERVICES			MRC	NRC
	DA002	Operator Services		Refer to Sprint Applicable Retail Tariff
	DA002	Directory Assistance Services		Refer to Sprint Applicable Retail Tariff
DIRECTORY SERVICES			MRC	NRC
	DA002	Directory - Premium & Privacy Listings		Refer to Sprint Applicable Retail Tariff
911 AND E911 TRANSPORT AND TERMINATION			MRC	NRC
DT2	DT004	911 and E911 Transport - DS1	Refer to Dedicated Transport Tab	\$82.30
DT023	DT019	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$171.41	\$82.30
DB011	DB007	DS0 911 Per Port (minimum of 2 DS0's required)	ICB	ICB
STREET INDEX GUIDE			MRC	NRC
	DB008	SIG Database Extract Report, per CDROM (price reflects shipping regular U.S. Mail)		\$18.00

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

Hardin	HRDNMOXA398	3
Ionia	IONIMOX A285	3
King City	KGCYMOXA535	3
Kingsville	KGVLMOXA597	3
Leeton	LETNMOXA653	3
Lincoln	LNCLMOXARS0	3
Lonejack	LNJCMOXARS0	3
Mound City	MDCYMOXARS0	3
Malta Bend	MLBNMOXA595	3
Missouri City	MSCYMOXA336	3
Montrose	MTRSMOX A693	3
New Bloomfield	NBFDMOXARS0	3
Norborne	NRBRMOXA594	3
Newburg	NWBGMOXARS0	3
Otterville	OEVLMOXA366	3
Orrick	ORCKMOXA496	3
Pickering	PCNGMOXA927	3
Richland	RCLDMOXARS0	3
Russellville	RLVLMOXARS2	3
Salem	SALMMOXADS0	3
Smithton	SHTNMOXA343	3
Strasburg	STBGMOXXRS0	3
St. Thomas	STTMMOXARS0	3
Sweet Springs	SWSPMOXARS0	3
Syracuse	SYRCMOXA298	3
Tarkio	TARKMOXARS0	3
Urich	URCHMOXA638	3
Wellington	WGTMOX A934	3
Windsor	WNDSMOXARS0	3
Warsaw	WRSWMOXADS0	3
Weston	WSTNMOXARS0	3

DEDICATED TRANSPORT RATE SUMMARY				MISSOURI	
Route (CLLI to CLLI)		Route (Exchange to Exchange)		Dedicated	Dedicated
Originating	Terminating	Originating	Terminating	DS1 Rate	DS3 Rate
BRZTMOXARS0	CNTWMOXARS0	Brazito	Centertown	\$1,229.26	\$33,884.11
BRZTMOXARS0	EUGNMOXARS0	Brazito	Eugene	\$1,353.54	\$37,364.12
BRZTMOXARS0	JFCYMOXADS0	Brazito	Jefferson City	\$495.26	\$13,599.59
BRZTMOXARS0	NBFDMOXARS0	Brazito	New Bloomfield	\$1,541.49	\$42,626.93
BRZTMOXARS0	RLVLMOXARS2	Brazito	Russellville	\$1,209.35	\$33,326.78
BRZTMOXARS0	STTMMOXARS0	Brazito	St. Thomas	\$3,592.68	\$100,060.14
BRZTMOXARS0	TAOSMOXARS0	Brazito	Taos	\$1,116.29	\$30,721.11
CNTWMOXARS0	EUGNMOXARS0	Centertown	Eugene	\$1,592.29	\$44,049.04
CNTWMOXARS0	JFCYMOXADS0	Centertown	Jefferson City	\$734.01	\$20,284.52
CNTWMOXARS0	NBFDMOXARS0	Centertown	New Bloomfield	\$1,780.24	\$49,311.86
CNTWMOXARS0	RLVLMOXARS2	Centertown	Russellville	\$1,448.10	\$40,011.71
CNTWMOXARS0	STTMMOXARS0	Centertown	St. Thomas	\$3,831.43	\$106,745.06
CNTWMOXARS0	TAOSMOXARS0	Centertown	Taos	\$1,355.04	\$37,406.04
CNVWMOXARS0	WRBGMOXADS0	Centerview	Warrensburg	\$225.97	\$4,405.79
CLTNMOXADS0	WRBGMOXA10T	Clinton	Warrensburg	\$270.68	\$7,135.86
COALMOXARS0	CLTNMOXADS0	Coal	Clinton	\$886.75	\$23,458.52
CLCMMOXXRS0	IONIMOXARS0	Cole Camp	Ionia	\$917.93	\$22,373.58
EUGNMOXARS0	JFCYMOXADS0	Eugene	Jefferson City	\$858.28	\$23,764.53
EUGNMOXARS0	NBFDMOXARS0	Eugene	New Bloomfield	\$1,904.51	\$52,791.87
EUGNMOXARS0	RLVLMOXARS2	Eugene	Russellville	\$1,572.38	\$43,491.72
EUGNMOXARS0	STTMMOXARS0	Eugene	St. Thomas	\$3,955.70	\$110,225.07
EUGNMOXARS0	TAOSMOXARS0	Eugene	Taos	\$1,479.31	\$40,886.05
FLVWMOXADS0	KSCYMO5503T	Ferrelview	KsCyMO *	\$46.17	\$741.26
FLVWMOXADS0	KRNYMOXADS1	Ferrelview	Kearney	\$82.81	ICB
FLVWMOXADS0	PLCYMOXARS0	Ferrelview	Platte City	\$294.06	\$6,941.28
FLVWMOXADS0	WRBGMOXADS0	Ferrelview	Warrensburg	\$130.38	ICB
FTLWMOXARS0	STRBMOXARS3	Ft. Leonard Wood	St. Robert	\$141.35	\$2,854.50
FTLWMOXARS0	WYVLMOXARS7	Ft. Leonard Wood	Waynesville	\$141.35	\$2,854.50
HLDNMOXARS0	KGVLMOXARS0	Holden	Kingsville	\$625.15	\$15,315.59
JFCYMOXADS1	CLFRMOXARS0	Jefferson City	California	\$700.79	\$19,392.81
JFCYMOXADS0	HLSMMOXA	Jefferson City	Holts Summit	\$106.82	ICB
JFCYMOXADS0	NBFDMOXARS0	Jefferson City	New Bloomfield	\$1,046.23	\$29,027.34
JFCYMOXADS0	RLVLMOXARS2	Jefferson City	Russellville	\$714.09	\$19,727.19
JFCYMOXADS0	STTMMOXARS0	Jefferson City	St. Thomas	\$3,097.42	\$86,460.55
JFCYMOXADS0	TAOSMOXARS0	Jefferson City	Taos	\$621.03	\$17,121.52
LKLTMOXARS0	Lee's Summit	Lake Lotawana	(SWB) *	\$793.60	\$20,298.17
LKLTMOXARS0	Blue Springs	Lake Lotawana	(SWB) *	\$793.60	\$20,298.17
MAVLMOXADS1	MDCYMOXARS0	Maryville	Mound City	\$672.46	\$17,730.74
MAVLMOXADS1	PCNGMOXARS0	Maryville	Pickering	\$372.90	\$6,456.62
MAVLMOXADS1	TARKMOXARS0	Maryville	Tarkio	\$672.46	\$17,730.74
NBFDMOXARS0	RLVLMOXARS2	New Bloomfield	Russellville	\$1,760.33	\$48,754.53
NBFDMOXARS0	STTMMOXARS0	New Bloomfield	St. Thomas	\$4,143.65	\$115,487.89
NBFDMOXARS0	TAOSMOXARS0	New Bloomfield	Taos	\$1,667.26	\$46,148.86
ROLLMOXADS0	FTLWMOXADSA	Rolla	Fort Leonard Wood	\$130.27	\$2,695.92
ROLLMOXADS0	NWBGMOXARS0	Rolla	Newberg	\$164.99	\$4,390.45
ROLLMOXADS0	RICHMOXARS0	Rolla	Richland	\$259.93	\$6,236.20
ROLLMOXADS0	SALMMOXADS0	Rolla	Salem	\$211.23	\$4,816.11
ROLLMOXADS0	STRBMOXARS3	Rolla	St. Robert	\$130.27	\$2,695.92

ROLLMOXADS0	WYVLMOXARS7	Rolla	Waynesville	\$130.27	\$2,695.92
RLVLMOXARS2	STTMMOXARS0	Russellville	St. Thomas	\$3,811.52	\$106,187.73
RLVLMOXARS2	TAOSMOXARS0	Russellville	Taos	\$1,335.13	\$36,848.71
STRBMOXARS3	WYVLMOXARS7	St. Robert	Waynesville	\$141.35	\$2,854.50
STTMMOXARS0	TAOSMOXARS0	St. Thomas	Taos	\$3,718.46	\$103,582.07
WRBGMOXADS0	BCKNMOXARS0	Warrensburg	Buckner	\$732.63	\$19,488.60
WRBGMOXADS0	CLCMMOXDS0	Warrensburg	Cole Camp	\$588.52	ICB
WRBGMOXADS0	HNVLMOXARS0	Warrensburg	Harrisonville	\$270.68	\$7,307.12
WRBGMOXADS0	HLDNMOXRS0	Warrensburg	Holden	\$381.87	\$10,462.85
WRBGMOXADS0	KRNYMOXADS1	Warrensburg	Kearney	\$129.97	ICB
WRBGMOXADS0	LXTNMOXARS0	Warrensburg	Lexington	\$931.58	\$24,903.20
WRBGMOXADS0	LNJCMOXARS0	Warrensburg	Lone Jack	\$526.86	\$14,250.88
WRBGMOXADS0	MAVLMOXADS1	Warrensburg	Maryville	\$153.85	ICB
WRBGMOXADS0	OKGVMOXADS0	Warrensburg	Oak Grove	\$588.52	ICB
WRBGMOXADS0	ODSSMOXARS0	Warrensburg	Odessa	\$752.99	\$19,903.02
WRBGMOXADS0	SHTNMOXA343	Warrensburg	Smithton	\$2,243.53	\$61,637.78
WRBGMOXADS0	WRSWMOXADS1	Warrensburg	Warsaw	\$835.65	ICB
WRBGMOXADS0	WGTMMOXA934	Warrensburg	Wellington	\$931.58	\$24,903.20

Table Two

Rate Element Description		
Physical and Virtual Collocation Elements	Non-Recurring Rate	Monthly Recurring Rate
Application Fees		
New Collocation - Application Fee	\$ 2,747.99	N/A
New Collocation - Administrative, Transmission Engineering & Project Management Fee	\$ 5,683.12	N/A
Minor Augment Fee	\$ 813.48	N/A
Minor Augment - Administrative & Project Management Fee	\$ 740.45	N/A
Minor Augment - Transmission Engineering Fee	\$ 540.58	N/A
Major Augment Fee	\$ 1,630.16	N/A
Major Augment - Administrative & Project Management Fee	\$ 1,918.04	N/A
Major Augment - Transmission Engineering Fee	\$ 1,587.94	N/A
Space Report (per wire center)	\$ 889.47	N/A
Security Cage Construction		
Security Cage - Engineering	\$ 489.53	N/A
Security Cage - Construction (per Linear Foot)	\$ 48.36	N/A
Floor Space		
Floor Space (per Square Foot)	N/A	\$ 11.57
DC Power		
Power Costs (per Load Ampere Ordered)	N/A	\$ 18.74
Power Costs (per Connection to Power Plant up to 30 Amps)	\$ 1,351.85	\$ 16.08
Power Costs (per Connection to Power Plant 31-60 Amps)	\$ 2,358.66	\$ 26.33
Power Costs (per Connection to Power Plant 61-100 Amps)	\$ 8,703.98	\$ 85.79
Additional Cost per Foot Over 110 Linear Feet	\$ 167.99	\$ 1.57
Power Costs (per Connection to Power Plant 101-200 Amps)	\$ 19,171.25	\$ 185.72
Additional Cost per Foot Over 110 Linear Feet	\$ 317.45	\$ 2.96
AC Power		
AC Outlet Installation (per 20 amp outlet)	\$ 1,094.61	N/A
Overhead Lights (per set of 2)	\$ 1,605.26	N/A
Cross Connect Facilities		
DS0 Switchboard Cable (per each 100 Pair cable)	N/A	\$ 28.46
DS0 Co-Carrier Direct Cabling (per each 100 Pair Switchboard Cable)	\$ 524.41	\$ 8.17
DS1 Cross Connect (per each DS1 in 28-pack Increments)	N/A	\$ 1.62
DS1 Co-Carrier Direct Cabling (per each 28-pack Cable)	\$ 538.71	\$ 9.66
DS3 Cross Connect (per each DS3 in 12-pack Increments)	N/A	\$ 20.33
DS3 Co-Carrier Direct Cabling (per each 12-pack Cable)	\$ 1859.23	\$ 22.67
Optical Cross-Connect (per each 4-Fiber Cable)	N/A	\$ 16.26
Optical Co-Carrier Direct Cabling (per each 4-Fiber Cable)	\$ 211.59	\$ 10.15
Internal Cable Space (per each 48-Fiber Cable)	N/A	\$ 46.34
Internal Cable Space (per each 100-Pair Copper Stub Cable)	N/A	\$ 31.42
Internal Cable (per each 48-Fiber Cable)	\$ 1,173.14	\$ 37.84
Internal Cable (per each 100-Pair Copper Stub Cable)	\$ 184.09	\$ 52.29

Table 2: Rates for the State of Missouri (continued)

Physical and Virtual Collocation Elements (continued)	Non-Recurring Rate	Monthly Recurring Rate
Security Card		
Security Card (per Card)	\$ 15.00	N/A
Additional Labor Charges (Physical or Virtual)		
Additional Labor 1/4 hour CO Technician - Regular	\$ 11.78	N/A
Additional Labor 1/4 hour CO Technician - Overtime	\$ 17.67	N/A
Additional Labor 1/4 hour CO Technician - Premium	\$ 23.56	N/A
Additional Labor 1/4 hour CO Engineer	\$ 14.96	N/A
Additional Labor 1/4 hour OSP Technician - Regular	\$ 12.68	N/A
Additional Labor 1/4 hour OSP Technician - Overtime	\$ 19.02	N/A
Additional Labor 1/4 hour OSP Technician - Premium	\$ 25.36	N/A
Additional Labor 1/4 hour OSP Engineer	\$ 13.49	N/A
Adjacent Onsite Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB
Remote Terminal Collocation	Non-Recurring Rate	Monthly Recurring Rate
All elements	ICB	ICB

Exhibit A – TRRO Wire Center Thresholds as of June 1, 2006

LOOPS

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

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

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

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

TRANSPORT

Tier 1 Wire Centers for UNE Dedicated Transport

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

Tier 2 Wire Centers for UNE Dedicated Transport

<u>State</u>	<u>Wire Center</u>	<u>CLLI</u>	<u>Effective</u>
FL	Goldenrod	GLRDFLXA	April 22, 2005
FL	Lake Brantley	LKBRFLXA	April 22, 2005
FL	Naples	NPLSFLXD	June 1, 2006
FL	Ocala	OCALFLXA	June 1, 2006
FL	Tallahassee	TLHSFLXD	April 22, 2005
MO	Jefferson City	JFCYMOXA	April 22, 2005
NC	Fayetteville	FYVLNCXA	April 22, 2005
NC	Rocky Mount	RCMTNCXA	April 22, 2005
VA	Charlottesville	CHVLVAXA	June 1, 2006

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

Exhibit W – Embarq Direct connect to Existing POI

Sprint Exchange	Name	State	LATA	LATA NAME
DLWYVAXA	DILLWYN	VA	250	LYNCHBURG VIRGINIA
SALDTXXA	SALADO	TX	556	WACO TEXAS
MFFTTXXA	MOFFAT	TX	556	WACO TEXAS
MTGLOHXA	MOUNT GILEAD	OH	923	LIMA-MANSFIELD OHIO

Exhibit X – Existing POIs

POI	LATA	LATA NAME	City	State
CLTNNJXJ	224	NORTH JERSEY NJ	CLINTON	NJ
NWTNNJXU	224	NORTH JERSEY NJ	NEWTON	NJ
CRLSPAXC	226	CAPITAL PENNSYLVANIA	CARLISLE	PA
RCMTVAXA	244	ROANOKE VIRGINIA	ROCKY MOUNT	VA
WRRNOIIXA	322	YOUNGSTOWN OHIO	WARREN	OH
NPLNOHXA	326	TOLEDO OHIO	NAPOLEON	OH
GNVLOHXA	328	DAYTON OHIO	GREENVILLE	OH
PLMOINXA	332	SOUTH BEND INDIANA	PLYMOUTH	IN
FKLNINXA	336	INDIANAPOLIS INDIANA	FRANKLIN	IN
HCKRNCXA	422	CHARLOTTE NC	HICKORY	NC
ASBONCXA	424	GREENSBORO NC	ASHEBORO	NC
ELKNNCXA	424	GREENSBORO NC	ELKIN	NC
CYTNNCXA	426	RALEIGH N CAROLINA	CLAYTON	NC
GNWDSCXC	430	GREENVILLE SC	GREENWOOD	SC
BUFTSCXA	436	CHARLESTON SC	BEAUFORT	SC
ROLLMOXA	520	ST LOUIS MISSOURI	ROLLA	MO
JFCYMOXA	521	WESTPHALIA MISSOURI	JEFFERSON CITY	MO
WRBGMOXA	524	KANSAS CITY MISSOURI	WARRENSBURG	MO
HWTIKSXA	534	TOPEKA KANSAS	HIAWATHA	KS
ATHNTXXA	552	DALLAS TEXAS	ATHENS	TX
DCTRXXA	552	DALLAS TEXAS	DECATUR	TX
KLNTXXC	556	WACO TEXAS	KILLEEN	TX
HMBLTXA	560	HOUSTON TEXAS	HUMBLE	TX
OSSEMNXO	628	MINNEAPOLIS MINN	OSSEO	MN
SCTSNEXU	646	GRAND ISLAND NE	SCOTTSBLUFF	NE
SHRDORXA	672	PORTLAND OREGON	SHERIDAN	OR
THDLORXA	672	PORTLAND OREGON	THE DALLES	OR
PLSBWAXX	674	SEATTLE WASHINGTON	POULSBO	WA
SNSDWAXX	676	SPOKANE WASHINGTON	SUNNYSIDE	WA
LSVGNVXB	721	PAHRUMP NEVADA	LAS VEGAS	NV
LBNNOHXA	922	CINCINNATI OHIO	LEBANON	OH
LRBGINXA	922	CINCINNATI OHIO	LAWRENCEBURG	IN
BLLFOHXA	923	LIMA-MANSFIELD OHIO	BELLEFONTAINE	OH
LIMAOHXA	923	LIMA-MANSFIELD OHIO	LIMA	OH
MNFDOHXA	923	LIMA-MANSFIELD OHIO	MANSFIELD	OH
WSTROHXA	923	LIMA-MANSFIELD OHIO	WOOSTER	OH
CHVLVAXA	928	CHARLOTTESVILLE VA	CHARLOTTESVILLE	VA
FYVLNCXA	949	FAYETTEVILLE	FAYETTEVILLE	NC
JCVLNCXA	949	FAYETTEVILLE	JACKSONVILLE	NC
GNVLNCXA	951	ROCKY MOUNT	GREENVILLE	NC
NWBRNCXA	951	ROCKY MOUNT	NEW BERN	NC
RCMTNCXA	951	ROCKY MOUNT	ROCKY MOUNT	NC
TLHSFLXA	953	TALAHASSEE FLORIDA	TALLAHASSEE	FL
FTWBFLXA	44815	PENSACOLA FL FW-EA	FORT WALTON BEACH	FL
MRNNFLXA	45012	PANAMA CITY FL MR-EA	MARIANNA	FL
INVRFLXA	45403	GAINESVILLE FL OL-EA	INVERNESS	FL
LSBGFLXA	45403	GAINESVILLE FL OL-EA	LEESBURG	FL

OCALFLXA	45403	GAINESVILLE FL OL-EA	OCALA	FL
WNPFLXA	45808	ORLANDO FL WI-EA	WINTER PARK	FL
AVPKFLXA	93901	AVON PARK - EA FL	AVON PARK	FL
FTMYFLXA	93902	FT MYERS - EA FL	FORT MYERS	FL
PTCTFLXA	93902	FT MYERS - EA FL	PORT CHARLOTTE	FL

Exhibit Y – No POI Needed

SWITCH	LATA	LATA NAME	SW CITY	State	Equipped	Stay	Remove
APPKFLXA	45808	ORLANDO FL WI-EA	APOPKA	FL	912	1	
BLVWFLXA	45403	GAINESVILLE FL OL-EA	BELLEVIEW	FL	960	1	
CLMTFLXA	45403	GAINESVILLE FL OL-EA	CLERMONT	FL	672	1	
CPCRFLXA	93902	FT MYERS - EA FL	CAPE CORAL	FL	672	1	
CPCRFLXB	93902	FT MYERS - EA FL	CAPE CORAL	FL	1032	1	
CYLKFLXA	93902	FT MYERS - EA FL	CYPRESS LAKE	FL	960	1	
DESTFLXA	44815	PENSACOLA FL FW-EA	DESTIN	FL	624	1	
DUNNNCX	949	FAYETTEVILLE	DUNN	NC	336	POI	1
FTMYFLXC	93902	FT MYERS - EA FL	FORT MYERS	FL	768	1	
FYVLNCXB	949	FAYETTEVILLE	FAYETTEVILLE	NC	624	1	
FYVLNCXG	949	FAYETTEVILLE	FAYETTEVILLE	NC	552	1	
KLNTXXA	556	WACO TEXAS	KILLEEN	TX	144	POI	1
KSSMFLXA	45808	ORLANDO FL WI-EA	KISSIMMEE	FL	2040	1	
KSSMFLXB	45808	ORLANDO FL WI-EA	KISSIMMEE	FL	552	1	
LDLKFLXA	45403	GAINESVILLE FL OL-EA	LADY LAKE	FL	0	1	
LHACFLXA	93902	FT MYERS - EA FL	LEHIGH ACRES	FL	576	1	
LSVGNVXI	721	PAHRUMP NEVADA	LAS VEGAS	NV	1008	1	
LSVGNVXK	721	PAHRUMP NEVADA	LAS VEGAS	NV	1008	1	
LSVGNVXR	721	PAHRUMP NEVADA	LAS VEGAS	NV	1104	1	
LSVGNVXT	721	PAHRUMP NEVADA	LAS VEGAS	NV	696	1	
LSVGNVXU	721	PAHRUMP NEVADA	LAS VEGAS	NV	1200	1	
LSVGNVXV	721	PAHRUMP NEVADA	LAS VEGAS	NV	1560	1	
LSVGNVXW	721	PAHRUMP NEVADA	LAS VEGAS	NV	1392	1	
MTVROHXA	923	LIMA-MANSFIELD OHIO	MT VERNON	OH	0	1	
NLVGNVXF	721	PAHRUMP NEVADA	LAS VEGAS	NV	576	1	
OCALFLXB	45403	GAINESVILLE FL OL-EA	OCALA	FL	0	1	
ORCYFLXA	45808	ORLANDO FL WI-EA	ORANGE CITY	FL	672	1	
PLMOINXA	332	SOUTH BEND INDIANA	PLYMOUTH	IN	48	POI	1
RCMTNCXB	951	ROCKY MOUNT	ROCKY MOUNT	NC	552	1	
SPNSNCXA	949	FAYETTEVILLE	SOUTHERN PINES	NC	744	POI	1
STCDFLXA	45808	ORLANDO FL WI-EA	ST CLOUD	FL	0	1	
TVRSFLXA	45403	GAINESVILLE FL OL-EA	TAVARES	FL	1008	1	
WLDROHXA	923	LIMA-MANSFIELD OHIO	WOODLAND (RICHLAND)	OH	0	1	
WNGRFLXA	45808	ORLANDO FL WI-EA	WINTER GARDEN	FL	840	1	
WRRNOHXB	322	YOUNGSTOWN OHIO	WARREN	OH	0	POI	1
WRSWINXA	332	SOUTH BEND INDIANA	WARSAW	IN	1008	POI	1
Totals						30	6

Exhibit Z – New POIs Needed

Embarq Exchange	City	State	LATA	LATA NAME
CLMAPAXC	COLUMBIA	PA	226	CAPITAL PENNSYLVANIA
WASHVAXA	WASHINGTON	VA	246	CULPEPER VIRGINIA
KNBRVAXA	KENBRIDGE	VA	248	RICHMOND VIRGINIA
DLWYVAXA	DILLWYN	VA	250	LYNCHBURG VIRGINIA
FZBGOHXA	FRAZEYSBURG	OH	324	COLUMBUS OHIO
GLSTOHXA	GLOUSTER	OH	324	COLUMBUS OHIO
JNCYOHXA	JUNCTION CITY	OH	324	COLUMBUS OHIO
MCNVOHXA	MCCONNELSVILLE	OH	324	COLUMBUS OHIO
MTSTOHXA	MOUNT STERLING	OH	324	COLUMBUS OHIO
PTSKOHXA	PATASKALA	OH	324	COLUMBUS OHIO
ASHYINXA	ASHLEY	IN	334	AUBURN-HUNTINGTON IN

AVLLINXA	AVILLA	IN	334	AUBURN-HUNTINGTON IN
FKLNINXA	FRANKLIN	IN	336	INDIANAPOLIS INDIANA
FTVLINXA	FORTVILLE	IN	336	INDIANAPOLIS INDIANA
KNTWINXA	KNIGHTSTOWN	IN	336	INDIANAPOLIS INDIANA
LAPLINXA	LAPEL	IN	336	INDIANAPOLIS INDIANA
GBVLNCXA	GIBSONVILLE	NC	424	GREENSBORO NC
KRVLNCXA	KERNERSVILLE	NC	424	GREENSBORO NC
RXBONCXA	ROXBORO	NC	424	GREENSBORO NC
FQVRNCXA	FUQUAY VARINA	NC	426	RALEIGH N CAROLINA
HLBONCXB	HILLSBOROUGH	NC	426	RALEIGH N CAROLINA
WKFSNCXA	WAKE FOREST	NC	426	RALEIGH N CAROLINA
HMPNSCXA	HAMPTON	SC	434	COLUMBIA S CAROLINA
LBNNMOXA	LEBANON	MO	522	SPRINGFIELD MISSOURI
LBNNMOXA	LEBANON	MO	522	SPRINGFIELD MISSOURI
FLVWMOXA	FERRELVIEW	MO	524	KANSAS CITY MISSOURI
KRNYMOXA	KEARNEY	MO	524	KANSAS CITY MISSOURI
CMRCTXXA	COMMERCE	TX	552	DALLAS TEXAS
ARP TXXA	ARP	TX	554	LONGVIEW TEXAS
MFFTXXA	MOFFAT	TX	556	WACO TEXAS
MLANTXXA	MILANO	TX	558	AUSTIN TEXAS
NVSTXXA	NAVASOTA	TX	560	HOUSTON TEXAS
WCLMTXXA	WEST COLUMBIA	TX	560	HOUSTON TEXAS
KGWDTXXC	PORTER	TX	560	HOUSTON TEXAS
STDLTXXA	STOCKDALE	TX	566	SAN ANTONIO TEXAS
WLDROHXA	WOODLAND (RICHLAND)	OH	923	LIMA-MANSFIELD OHIO
STRKFLXA	STARKE	FL	45204	JACKSONVIL FL CL-EA
MTLDFLXA	MAITLAND	FL	45808	ORLANDO FL WI-EA