

**CENTURYLINK™ LOCAL SERVICES PLATFORM (“CLSP™”) AGREEMENT
ATTACHMENT 2 – CLSP™ Service Description**

1.0 CenturyLink will provide CenturyLink™ Local Services Platform Volume Commitment Plan (“CLSP™ VCP”) Services according to the terms and conditions set forth in the CLSP Agreement between the Parties (the “Agreement”) and in this Attachment 2 to the Agreement, which is incorporated into and made a part of the Agreement (this “Attachment”) only if CLEC has exceeded a line count of 90,000, as defined herein. During the term of this Agreement, should CLEC’s line count, as defined herein, fall below 90,000, the Parties understand and agree that they will jointly negotiate different terms for this Agreement. If agreement on such different terms cannot be completed within ninety (90) days of a notice requesting such negotiations, either Party may terminate this agreement. Except as otherwise set forth in this Attachment, capitalized terms used but not otherwise defined herein have the definitions assigned to them in the Agreement. CLEC may use CLSP Services to provide any Telecommunications Services, information services (or both) that CLEC chooses to offer to the extent that such services are granted herein or not limited hereby.

1.1 General CLSP Service Description.

1.1.1 CLSP Services consist of Local Switching and Shared Transport in combination. CenturyLink Advanced Intelligent Network (“AIN”) Services, e.g., remote access forwarding, and CenturyLink Voice Messaging Services (“VMS”) may also be purchased with compatible CLSP Services. These Network Elements will be provided in compliance with all Telcordia and other industry standards and technical and performance specifications to allow CLEC to combine the CLSP Services with a compatible voicemail product and stutter dial tone. CenturyLink will provide access to 911 emergency services and directory listings in accordance with the terms and conditions of CLEC’s interconnection agreements (“ICAs”), except that the business end user rate in the applicable Tariff applies to all end user premium and privacy directory listings (with the exception of residential additional listings, i.e., USOC RLT) when services are provisioned to CLEC under this Agreement whether CLEC’s end user is a residential end user or a business end user. As part of the CLSP Service, CenturyLink combines the Network Elements that make up CLSP Service with analog/digital capable Loops, with such Loops (including services such as line splitting) being provided in accordance with the rates, terms and conditions of the CLEC’s ICAs. CLEC may also purchase Commercial High Speed Internet Service (also known as Digital Subscriber Line (DSL)), under a separate Services agreement, to be used with compatible CLSP Service.

1.1.2 CLSP Service is available in six different service arrangements, each of which is described more fully below: CLSP Residential; CLSP Business; CLSP Centrex (including Centrex 21, Centrex Plus and, in Minnesota only, Centron); CLSP ISDN BRI; CLSP Public Access Lines (“PAL”); CLSP PBX Analog DID and non-DID (one way and two way) trunks.

1.1.3 Nothing in this Attachment or the Agreement precludes CenturyLink from withdrawing availability of comparable, functionally equivalent services from its retail end user customers. In the event of such withdrawal or discontinuation, CenturyLink may also withdraw availability of the equivalent CLSP Service.

1.1.4 **CLSP VCP Rates, Volume Requirements.** By purchasing the Volumes (shown in relation to the Baseline Count, as defined in Section 3.2 of this attachment) in Chart 1 of this Attachment, CLEC will receive rates under the Agreement that are less than CenturyLink’s standard CLSP rates. Rate discounts are applied solely to the Business Analog Port Rate. Rates may change quarterly based upon line counts, solely as determined by CenturyLink. Rates changes are effective on the first day of the second month of a new calendar quarter.

1.2 Combination of CLSP Service with Loops. Except as described below, the Loop will be provided by CenturyLink under the applicable ICAs in effect between CenturyLink and CLEC at the time the order is placed. As part of the CLSP Service, CenturyLink will combine the Local Switching and Shared Transport Network Elements with the Loop.

1.2.1 Pursuant to the order issued by the FCC pertaining to the availability of Unbundled Network Element (“UNE”) Loops under Section 251(c)(3) of the Act in its *Report and Order-Petition of CenturyLink Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Omaha Metropolitan Statistical Area*, FCC 05-170, WC Docket No. 04-223, (effective September 16, 2005), CenturyLink will provide to CLEC the Loop element of CLSP Services purchased in the following nine Omaha Nebraska Wire Centers under the terms and conditions of the Agreement and this Attachment at Rates provided in the Rate Sheet: Omaha Douglas; Omaha Izard Street; Omaha 90th Street; Omaha Fort Street; Omaha Fowler Street; Omaha O Street; Omaha 78th Street; Omaha 135th Street; and Omaha 156th Street.

1.2.2 The following CLSP Service types will be combined with 2-wire loops: CLSP Business; CLSP Centrex (including Centrex 21); Centrex Plus; Centron in Minnesota only; CLSP ISDN BRI; CLSP PAL; CLSP PBX Analog non-DID and 1-Way DID Trunks; and CLSP Residential.

1.2.3 CLSP PBX Analog 2-Way DID Trunks will be combined with 4 wire loops.

1.3 Local Switching. The Local Switching Network Element (“Local Switching”) is collectively the Line Side and Trunk Side facilities in the local serving CenturyLink end office Switch which provides the basic switching function, the port, plus the features, functions, and capabilities of the switch including all compatible, available, and loaded vertical features (e.g., anonymous call rejection) that are loaded in that switch. Vertical features are software attributes on end office Switches and are listed on the CenturyLink wholesale website. CenturyLink signaling is provided with Local Switching solely as described in Section 1.4.2 of this Attachment. The following Local Switching ports are available with CLSP Service: Analog Line Ports, Digital Line Ports Supporting Basic Rate Interface-Integrated Services Digital Network (“BRI ISDN”), and Analog Trunk Ports.

1.3.1 **Analog Line Port.** Line Port attributes include: telephone number; dial tone; signaling (Loop or ground start); on/off hook detection; audible and power ringing; Automatic Message Accounting (AMA Recording); and blocking options.

1.3.2 **Digital Line Port Supporting BRI ISDN.** BRI ISDN is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for

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signaling and D Channel Packet) Line Side Switch connection with BRI ISDN voice and data basic elements. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

1.3.3 Analog Trunk Port. DS0 analog trunk Ports can be configured as DID, DOD, and two-way.

1.3.3.1 Analog trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

1.3.3.2 All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are converted at the End User Customer's location.

1.3.3.3. Two-way analog DID trunks are capable of initiating out going calls, and may be equipped with either rotary or touch-tone (DTMF) for this purpose. When the trunk is equipped with DID call transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

1.3.3.4 Two-way analog DID trunks require E&M signaling. CenturyLink will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from CenturyLink to the PBX will be handled as a special assembly request on an Individual Case Basis.

1.3.4 Usage. Local Switching Usage is billed on a Minute of Use (“MOU” basis as described within this Attachment. Rates for “Local Switch Usage” or “Local Switch MOUs” are provided in the CLSP Rate Sheet.

1.4 Vertical Features and Ancillary Functions and Services.

1.4.1 CLSP Service includes nondiscriminatory access to all vertical features that are loaded in the Local serving CenturyLink end office switch.

1.4.2 Local Switching includes use of CenturyLink's signaling network (ISUP call set-up) solely for Local Traffic. “Local Traffic” and “Local Calls” means calls that originate and terminate within the Local Calling Area as defined in the CenturyLink Tariff. CenturyLink will provide service control points in the same manner, and via the same signaling links, as CenturyLink uses such service control points and signaling links to provide service to its End User Customers served by that switch. CenturyLink's call related databases include the Line Information Database (LIDB), Internetwork Calling Name Database (ICNAM), 8XX Database for toll free calling, AIN Databases, and Local Number Portability Database. CLEC will not have access to CenturyLink's AIN-based services that qualify for proprietary treatment, except as expressly provided for in the Agreement or this Attachment. Local Switching does not include use of CenturyLink's signaling network for Toll Traffic. “Toll Traffic” and “Toll Calls” means intra local access and transport area (“LATA”) or interLATA calls that originate and terminate outside of the Local Calling Area as defined in the CenturyLink Tariff. For all Toll Traffic originated by or

terminated to CLEC's CLSP End User Customer, CenturyLink may bill applicable Tariff charges, including SS7 message charges [ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP)], to the Interexchange Carrier (IXC) or other wholesale SS7 provider.

1.4.3 ICNAM and LIDB. CLEC will have non-discriminatory access to CenturyLink's LIDB database and ICNAM database as part of the delivery of CLSP Service.

1.4.4 The LIDB database contains the following data: various telephone line numbers and special billing number (SBN) data; originating line (calling number); billing number and terminating line (called number) information; calling card validation; fraud prevention; Billing or service restrictions; sub-account information to be included on the call's Billing record; and calling card, billed to third number, and collect call information used in processing Alternately Billed Services (ABS).

1.4.5 The ICNAM database is used with certain end office Switch features to provide the calling party's name to CLEC's End User Customer with the applicable feature capability. The ICNAM database contains current listed name data by working telephone number served or administered by CenturyLink, including listed name data provided by other Telecommunications Carriers participating in CenturyLink's calling name delivery service arrangement.

1.4.6 CenturyLink will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in CenturyLink's database and the delivery is not blocked or otherwise limited by the calling party or other appropriate request).

1.4.7 For CLEC's CLSP End User Customers, CenturyLink will load and update CLEC's CLSP End User Customers' name information into the LIDB and ICNAM databases from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.

1.4.8 CenturyLink will exercise reasonable efforts to provide accurate and complete LIDB and ICNAM information. The information is provided on an as-is basis with all faults. CenturyLink does not warrant or guarantee the correctness or the completeness of such information; however, CenturyLink will access the same database for CLEC's CLSP End User Customers as CenturyLink accesses for its own End User Customers. CenturyLink will not be liable for system outage or inaccessibility or for losses arising from the authorized use of the data by CLEC.

1.4.9 CenturyLink will not charge CLEC for the storage of CLEC's CLSP End User Customers' information in the LIDB or ICNAM databases.

1.5 Shared Transport and Toll.

1.5.1 **Shared Transport.** The Shared Transport Network Element (“Shared Transport”) provides the collective interoffice transmission facilities shared by various Carriers (including CenturyLink) between end-office switches and between end-office switches and local tandem switches within the Local Calling Area. Shared Transport uses the existing routing tables resident in CenturyLink switches to carry the End User Customer's originating and terminating local/extended area service interoffice Local traffic on the

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CenturyLink interoffice message trunk network. CLEC traffic will be carried on the same transmission facilities between end-office switches, between end-office switches and tandem switches and between tandem switches on the same network facilities that CenturyLink uses for its own traffic. Shared Transport does not include use of tandem switches or transport between tandem switches and end-office switches for Local Calls that originate from end users served by non-CenturyLink Telecommunications Carriers (“Carrier(s)”) which terminate to CLSP End Users.

1.5.2 Originating Toll Calls from, and terminating Toll Calls to, CLSP End Users will be delivered to/from the designated IXCs from the CenturyLink end-office switches and access tandems. The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate.

1.5.3 **IntraLATA and InterLATA Carrier Designation.** CLSP includes the capability for selection of the interLATA and intraLATA Toll provider(s) on a 2-Primary Interexchange Carrier (PIC) basis. CLEC will designate the PIC assignment(s) on behalf of its End User Customers for interLATA and intraLATA Services. All CLEC initiated PIC changes will be in accordance with all Applicable Laws, rules and regulations. CenturyLink will not be liable for CLEC’s improper PIC change requests.

1.5.4 **CenturyLink IntraLATA Toll Local Primary Interexchange Carrier (“LPIC”) 5123.** CenturyLink does not authorize CLEC to offer, request, or select CenturyLink LPIC 5123 service to CLEC’s End User Customers for intraLATA toll service with any CLSP Service in any state. In the event CLEC assigns the CenturyLink LPIC 5123 to CLEC’s End User Customers, CenturyLink will bill CLEC and CLEC will pay CenturyLink the rates contained or referenced in the attached Rate Sheet.

1.5.5 **Usage.** Shared Transport is billed on a MOU basis as described within this Attachment. Rates for “Shared Transport Usage” or “Shared Transport MOUs” are provided in the CLSP Rate Sheet.

1.6 CLSP Service Arrangement Descriptions.

1.6.1 **CLSP Business** is available to CLEC for CLEC’s business End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC’s ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.2 **CLSP Centrex** is available to CLEC for CLEC’s business End User Customers. CLSP Centrex Services include Centrex 21, Centrex Plus and, in Minnesota only, Centron, and are the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC’s ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.2.1 CLEC may request a conversion from Centrex 21, Centrex-Plus or Centron service to CLSP Business or CLSP Residential. The Conversion NRC(s) provided in the Rate Sheet will apply.

1.6.2.2 CenturyLink will provide access to Customer Management System (CMS) with CLSP-Centrex at the rates set forth in the Rate Sheet.

1.6.3 **CLSP ISDN BRI** is available to CLEC for CLEC’s End User Customers and is the combination of a Digital Line Side Port (supporting BRI ISDN), and Shared Transport provided under the Agreement with a Basic Rate ISDN-capable Loop provided in accordance with CLEC’s ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.4 **CLSP PAL** is available to CLEC for only CLEC’s Payphone Service Providers (PSPs) and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC’s ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.5 **CLSP PBX** is available to CLEC for CLEC’s business End User Customers.

1.6.5.1 PBX analog non-DID trunks are combinations of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC’s ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.5.2 PBX with analog 1-way DID trunks are combinations of a DID trunk Port and Shared Transport provided under the Agreement with an Analog - 2 wire voice grade Loop provided in accordance with CLEC’s ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.5.3 PBX with analog 2- way DID trunks are combinations of a DID trunk Port and Shared Transport provided under the Agreement with an Analog – 4 wire voice grade Loop provided in accordance with CLEC’s ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.6 **CLSP Residential** is available to CLEC for CLEC’s residential End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC’s ICAs, except as otherwise provided for in the Agreement. CLSP Residential may be ordered and provisioned only for residential End User Customer application. The definition of residential service is the same as in CenturyLink’s retail Tariffs as applied to CenturyLink’s End User Customers.

1.6.6.1 In order for CLEC to receive CLSP Residential rates via the monthly Residential End User Credit provided in the Rate Sheet, CLEC must identify residential end users by working telephone number (WTN) utilizing the LSR process as described in the CenturyLink wholesale website.

1.6.7 Upon thirty (30) days written notice from CenturyLink, CLEC may no longer sell any CLSP service that CenturyLink no longer sells to its own end user customers.

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- 2.0 Additional Terms and Conditions and Service Features.**
- 2.1 CenturyLink does not warrant the availability of facilities at any serving wire center. CLSP Services will not be available if facilities are not available. CenturyLink represents and warrants that it will not otherwise restrict facilities eligible to provide CLSP Service and that any and all facilities that would otherwise be available for retail service to a CenturyLink End User Customer will be considered eligible for use by CLEC for CLSP Service to serve that same End User Customer.
- 2.2 **Loop Start (“LPS”) to Ground Start (“GST”) and GST to LST Changes (“LPS/GST Change”)** are available with CLSP Services. POTS Services (e.g., a CLSP Centrex 21 line) can functionally and operationally be provisioned as either LPS or GST. Unless specifically requested otherwise, CenturyLink provisions POTS Services as LPS. GST is generally provisioned for Private Branch Exchange (“PBX”) type services. LPS/GST Changes allow the CLEC to request a facility served by LPS to be changed to GST or vice versa. Additional information and ordering requirements are detailed on the CenturyLink Wholesale website.
- 2.2.1 The Subsequent Order Charge provided in the CLSP Rate Sheet and the CenturyLink retail Tariff nonrecurring charge (“NRC”) for LPS/GST Changes, less an 18% wholesale discount, will be added to service orders requesting LPS/GST Changes.
- 2.3 **Daily Usage Feed (DUF).** CenturyLink will provide to CLEC certain originating and terminating call records (“usage information”) generated by CLEC’s CLSP end user via a DUF.
- 2.3.1 CenturyLink will provide to CLEC Local Call usage information within CenturyLink’s control with respect to calls originated by or terminated to CLEC CLSP End User Customers in the form of the actual information that is comparable to the information CenturyLink uses to bill its own End User Customers.
- 2.3.2 CenturyLink will provide to CLEC usage information necessary for CLEC to bill for interLATA and intraLATA exchange access to the IXC (excluding intraLATA usage information if CenturyLink LPIC 5123 is selected as the intraLATA Toll provider) in the form of either the actual usage or a negotiated or approved surrogate for this information, as such billing is described and allowed under section 3.7 of this Attachment. These exchange access records will be provided as Category 11 EMI records via the DUF.
- 2.3.3 CenturyLink will provide DUF records for the following: all usage occurrences billable to CLEC’s CLSP lines, including Busy Line Verify (BLV), Busy Line Interrupt (BLI); originating local usage; usage sensitive CLASS features; and CenturyLink-provided intraLATA toll.
- 2.3.4 Local Call usage records will be provided as Category 01 or Category 10 EMI records via the DUF. Terminating Local Call usage records are not collected or available and will not be provided.
- 2.4 Feature and interLATA or intraLATA PIC changes or additions for CLSP, will be processed concurrently with the CLSP order as specified by CLEC.
- 2.5 Access to 911/E911 emergency Services for CLEC’s End User Customers will be available in accordance with CLEC’s ICAs. If CenturyLink is no longer obligated to provide access to 911/E911 emergency services in accordance with 47 U.S.C. §251, CenturyLink will then provide such services under the Agreement with respect to all CLEC CLSP Service End User Customers and new CLSP Service End User Customers, to the same degree and extent that 911/E911 emergency services were provided by CenturyLink prior to the elimination of 911/E911 emergency services as an obligation under 47 U.S.C. §251.
- 2.6 CenturyLink AIN and VMS are offered on a commercial basis and may be purchased with CLSP at the rates set forth in the attached Rate Sheet. Retail promotions may not be combined with CLSP.
- 2.7 If CenturyLink develops and deploys new local switch features for its End User Customers, those switch features will be available with CLSP Service in the same areas and subject to the same limitations. The rates that CenturyLink charges for such new local switch features will not in any case be higher than the retail rate CenturyLink charges for such features.
- 2.8 Nothing in the Agreement alters or affects CLEC’s right to receive any applicable universal service subsidy or other similar payments.
- 2.9 CenturyLink Operator Services and Directory Assistance Services are provided under the terms and conditions of CLEC’s ICAs.
- 3.0 Rates and Charges.**
- 3.1 The recurring (“MRC”) and NRC rates for CLSP Services and all associated CLSP applicable usage-based rates and miscellaneous charges are set forth or incorporated by reference into the attached CLSP Rate Sheets. Rates for CLSP Services are in addition to the applicable rates for elements and Services provided under CLEC’s ICAs. Applicable intercarrier compensation rates and charges (such as access charges, reciprocal compensation, and other charges for elements and services) are applicable and are provided under a separate Agreement or Tariff.
- 3.2 **CLSP VCP rates from Effective Date through Termination.** Starting on the Effective Date of the Agreement, rates for the Service will be those provided or referenced in the attached Rate Sheets. Analog Port Rates shall be adjusted each calendar quarter based upon the line count change from a cumulative fourteen state baseline count established by CenturyLink on October 31, 2013 (“Baseline Count”). Rates may increase or decrease based upon volume Tiers established in the following Chart 1. The rate charged for Net Residential Port (Analog Port rate less Residential end user credit) shall not change through the term of this Agreement. Rate changes (increases and decreases) shall be implemented in the second month of each calendar quarter that such rate change is required.

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Chart 1			
TIER	Percent of Baseline Count		Port Rate % of 10/31/13
	From	To	
+Tier 3*	>109%		94.0%
+Tier 2	>106%	109%	95.0%
+Tier 1	>103%	106%	96.0%
+FREE	> 100%	103%	100.0%
Baseline Count	Line Count 10/31/13		100.0%
-FREE	<100%	95%	100.0%
-Tier 1	<95%	92%	105.0%
-Tier 2	<92%	89%	109.9%
-Tier 3	<89%	86%	117.0%
-Tier 4	<86%	83%	124.2%
-Tier 5	<83%	80%	131.3%
-Tier 6	<80%	77%	138.4%
-Tier 7	<77%	74%	145.5%
-Tier 8	<74%	71%	152.7%
-Tier 9	<71%	90000 Lines	159.8%

3.3 **Line Count.** Line counts will be generated monthly based solely upon CenturyLink billing records. For purposes of counting CLEC’s lines, CenturyLink will include lines purchased under this Agreement and lines purchased by CLEC under the terms of the CenturyLink Broadband for Resale Agreement (n/k/a the CenturyLink Broadband for Resale Agreement, “CBR”) in the monthly line count. CenturyLink and CLEC will jointly agree to the October 31, 2013 Baseline Count. The Baseline Count will be adjusted for additional Lines acquired through merger and acquisition should CLEC request that any lines so acquired fall under the terms and conditions of this Agreement.

3.4 **Agreement Early Termination Charge.** The Parties acknowledge and agree that in the event this Agreement is terminated by CLEC before the end of the Initial Term (October 31, 2016), CenturyLink will suffer damages including but not limited to CenturyLink’s loss of revenue due to the net discounted rates provided for under this Agreement in return for good faith efforts by CLEC to grow or maintain line count volume. The Parties further

acknowledge and agree that such damages are not capable of precise determination and would be difficult to establish. Accordingly, the Parties agree that the following damages to be paid by CLEC to CenturyLink upon such termination are liquidated damages, and not a penalty, and are a reasonable estimate as of the Effective Date of the applicable damages CenturyLink will incur: payment of the difference between the Analog Port Rate over the last six months and the standard CLSP rate times the line count for the last six months.

3.5 Except as otherwise provided herein, the Loop element combined with a CLSP Service will be provided in accordance with CLEC’s ICAs with CenturyLink at the rates set forth in those ICAs.

3.5.1 **Loops provided under the Agreement.** Upon thirty (30) Days notice via the standard commercial notification process, CenturyLink may change monthly recurring charges for the Omaha, Nebraska Loop elements provided under the Agreement.

3.6 CLEC will be responsible for billing its CLSP End User Customers for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or as otherwise required.

3.7 CLEC will pay CenturyLink the PIC change charge associated with CLEC End User Customer changes of interLATA or intraLATA Carriers. Any change in CLEC’s End User Customers’ interLATA or intraLATA Carrier must be requested by CLEC on behalf of its End User Customer.

3.8 **Intercarrier Compensation.** Except as specifically described in this Section, the Agreement does not change or amend applicable intercarrier compensation arrangements (including but not limited to Switched Access, Signaling, or Transit charges) between any parties, including between CenturyLink and Carriers or IXCs.

3.8.1 **Switched Access.** For CLSP End User Customer(s), CenturyLink will not charge to or collect from the IXC usage based end office and loop Switched Access charges (such as Switched Access Local Switching, End Office Shared Port, Tandem Transmission and Carrier Common Line) for InterLATA or IntraLATA Toll Calls originating or terminating from that CLSP End User Customer’s line to an IXC.

3.8.2 **Signaling.** CenturyLink retains its rights to charge IXCs for signaling usage (ISUP Signal Formulation, ISUP Signal Transport, and ISUP Signal Switching, as well as LIDB, ICNAM and 8XX) associated with interLATA and intraLATA Toll Calls originated by or terminated to a CLSP End User under the applicable Tariff.

3.8.3 **Transit.** For any call originated by an end user served by a Carrier that routes through CenturyLink’s network and which terminates to a CLSP End User, CenturyLink retains its rights to bill the originating Carrier Transit charges for that call under the originating Carrier’s Agreement.

3.8.4 **Other.** CenturyLink retains its rights to bill IXCs or other Carriers, as applicable, any and all other access charges and assessments not expressly addressed in this section, including but not limited to flat rate transport charges, in accordance with the applicable Tariff

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3.9 Local Switching Usage and Shared Transport Minute of Use (MOU) This section describes the use of the CenturyLink network for different call types originated by or terminated to CLSP End Users. This section does not affect CenturyLink’s rights to charge IXCs for signaling as described in Section 1.4.2 of this Attachment.

3.9.1 Originating IntraOffice Local Calls - This originating Local Call requires switching by the local serving CenturyLink end office Switch only. When this call type is originated by a CLSP End User, Local Switch Usage charges provided in the CLSP Rate Sheet will apply. For these call types that also terminate to an end user served by a Carrier, CenturyLink may pay that Carrier certain terminating compensation charges under terms and conditions of a separate ICA.

3.9.2 Originating InterOffice Local Calls. This originating Local Call requires switching by the local serving CenturyLink end office and other interoffice switching for Local traffic. When this call type is originated by a CLSP end user, Local Switch Usage per MOU and Shared Transport per MOU charges provided in the Rate Sheet will apply. For these call types that also terminate to an end user served by a non-CenturyLink Carrier, CenturyLink may pay that Carrier certain terminating compensation charges under terms and conditions of a separate ICA

3.9.3 Originating IXC Toll Calls. This originating Toll Call requires switching by the local serving CenturyLink end office. If the CLSP End User’s selected IXC does not have direct trunking to the local serving CenturyLink end office, Shared Transport is required to deliver that call to the Access Tandem for delivery to the IXC. When this call type is originated by a CLSP end user, Local Switch Usage provided in the CLSP Rate Sheet applies. Additionally, if Shared Transport is necessary to deliver the call to the Access Tandem, Shared Transport Usage charges provided in the CLSP Rate Sheet will apply. The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate.

3.9.4 Terminating IntraOffice and InterOffice Local Calls. This terminating Local Call requires switching by the local serving CenturyLink end office and in certain instances other interoffice switching within the Local Calling area. When a call is terminated to a CLSP end user, no charges will apply under CLSP. For these call types that originate from an end user served by a Carrier, CenturyLink retains its rights to bill that Carrier certain Transit charges as described in Section 3.7 above.

3.9.5 Terminating IXC Toll Calls. This terminating Toll Call always requires switching by the local serving CenturyLink end office. If the originating caller’s IXC does not have direct trunking to the CLSP end user’s local serving CenturyLink end office switch, Shared Transport is required to terminate the call to the receiving CLSP end user. When this call type is terminated to a CLSP end user, Local Switch Usage charges provided in the Rate Sheet will apply. Additionally, if Shared Transport is necessary to deliver the

call to the CLSP end user from the access tandem, Shared Transport Usage charges provided in the Rate Sheet will apply. The Parties understand and agree that the Services include tandem switching, where required, as well as end office switching and that CLEC has the right to charge switched access to IXCs for each element, as appropriate.

3.9.6 Originating Toll Calls when QC is the IntraLATA Toll provider. See Section 1.5.4 above.

3.10 CenturyLink will have a reasonable amount of time to implement system or other changes necessary to bill CLEC for rates or charges associated with CLSP Services

3.11 CLSP Services have a one-month minimum service period requirement for each CLEC End User Customer. The one-month minimum service period is the period of time that CLEC is required to pay 100% of the MRC for the Service even if CLEC does not retain Service for the entire month. CLSP Services are billed month to month and will after the one month minimum service period is satisfied be pro-rated for partial months based on the number of days Service was provided.

3.12 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing suspension of Service, denying or restoring service, adding, removing or changing features, and other similar requests.

4.0 Systems and Interfaces.

4.1 CenturyLink and CLEC will support the use of current OSS interfaces and OSS business rules for CLSP, including electronic ordering and flow, as the same may evolve over time.

4.2 CLSP Services are ordered utilizing the LSR process as described in the CenturyLink wholesale website.

4.3 Prior to placing an order on behalf of each End User Customer, CLEC will be responsible for obtaining and will have in its possession a Proof of Authorization as set forth in the Agreement.

4.4 When CenturyLink or another provider of choice, at the End User Customer’s request, orders the discontinuance of the End User Customer’s existing service with CLEC, CenturyLink will render its closing bill to CLEC effective as of the disconnection. CenturyLink will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to CenturyLink or another service provider. CenturyLink will not provide CLEC or CenturyLink retail personnel with the name of the other service provider selected by the End User Customer.

4.5 The Parties will provide each other with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

5.0 CenturyLink will bill CLEC, on a monthly basis, within seven to ten Days of the last day of the most recent Billing period, in an agreed upon standard electronic format. Billing information will include a summary bill and individual End User Customer sub-account information. If CLEC needs additional or different billing information in order to properly

**CENTURYLINK™ LOCAL SERVICES PLATFORM (“CLSP™”) AGREEMENT
ATTACHMENT 2 – CLSP™ Service Description**

bill its End Users or other Carriers (including CenturyLink), CenturyLink will work with CLEC in good faith to deliver such information.

6.0 Maintenance and Repair.

6.1 CenturyLink will maintain facilities and equipment that comprise the CLSP Service provided to CLEC. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair CenturyLink facilities or equipment, other than by connection or disconnection to any interface between CenturyLink and the End User Customer, without the written consent of CenturyLink.

6.2 CenturyLink will provide general repair and maintenance Services on its facilities, including those facilities supporting CLSP Services purchased by CLEC. CenturyLink will repair and restore any equipment or any other maintainable component that adversely impacts CLEC’s use of CLSP Service. CenturyLink and CLEC will cooperate with each other to implement procedures and processes for handling service-affecting events. There will be no charge for the Services provided under this Section 6, except as set forth in the Rate Sheet.

7.0 Commercial Performance and Service Credits.

7.1 Each Party will provide suitably qualified personnel to perform its obligations under the Agreement and all CLSP Services in a timely and efficient manner with diligence and care, consistent with the professional standards of practice in the industry, and in conformance with Applicable Law. The CLSP Service attributes and process enhancements are not subject to the Change Management Process (“CMP”). CLEC proposed changes to CLSP Service attributes and process enhancements will be communicated through the standard account interfaces. Change requests common to shared systems and processes subject to CMP will continue to be addressed via the CMP procedures.

7.2 CLEC will be entitled to service credits only for each instance of a missed installation commitment and each instance of an out of service condition that is not cleared within 24 hours occurring after October 31, 2013. All service credits will be applied automatically by CenturyLink as credit against CLEC’s bill for the billing period following the one in which the credits were accrued. Credits for Services provided under the Agreement will be applied for activity beginning the first full month after October 31, 2013. Any credits or payments related to the Services provided prior to the first full month following October 31, 2013 and in accordance with CMP, PID, PAP or any other wholesale service quality standards will no longer be applied beginning the first full month after October 31, 2013.

7.2.1 Installation Commitments Met. For each installation commitment that CenturyLink, through its own fault, fails to meet, CenturyLink will provide a service credit equal to 100% of the nonrecurring charge for that installation. CenturyLink will use the state installation nonrecurring charge contained in the Agreement for that order type in calculating the credit. The definition of a “missed installation commitment” and the associated exclusions are described in Attachment 3 to the Agreement.

7.2.2 Out of Service Cleared within 24 Hours. For each out-of-service condition that CenturyLink, through its own fault, fails to resolve within 24 hours,

CenturyLink will provide a service credit equal to one day’s recurring charge (monthly recurring charge divided by 30) for each day out of service beyond the first 24 hours. (For example, if the out-of-service condition exists for 25 to 47 hours, CLEC will be entitled to a credit equal to the monthly recurring charge divided by 30. If the out-of-service condition existed for 48 to 71 hours, the credit would equal two times the monthly recurring charge divided by 30).

8.0 Service Performance Measures and Reporting and CenturyLink QC Performance Assurance Plan (PID/PAP) (for Washington only, if Washington 8.0 is selected by CLEC as indicated on the Signature Page to the Agreement).

8.1 If selected by CLEC under the terms and conditions of the Agreement and this Attachment, CenturyLink will, in Washington only, provide performance measurements, reporting, and remedies compliant with the CenturyLink QC Washington Performance Indicator Definitions (PID) and the CenturyLink QC Washington Performance Assurance Plan (PAP) for the Services, if eligible, provided under the Agreement and this Attachment. Only in the state of Washington, and only if expressly selected by CLEC under the terms and conditions of the Agreement and this Attachment, does this PID and PAP replace, in their entirety, the Commercial Performance and Service Credits terms and conditions for Services provided under the Agreement and this Attachment outlined in Section 7.0 of this Attachment.

8.1.1 Upon a decision from the Washington Utilities and Transportation Commission that CenturyLink is no longer required to offer the Washington Performance Assurance Plan, CenturyLink will transition to the Commercial Performance and Service Credit Plan of Section 7.0.

8.2 The PIDs and PAP for Washington in their current form are posted in the CenturyLink Wholesale PCAT, currently called Negotiations Template Agreement PCAT, under Exhibit B and Exhibit K for Washington, respectively. Those PIDs and that PAP are incorporated by referenced into, and made a part of, this Attachment. Subsequent changes to the PIDs or PAP submitted to the WUTC will be incorporated into the applicable exhibit as soon as they are effective either by operation of law or WUTC order, whichever occurs first and without further amendment to this Attachment.

8.3 To select the Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) option, CLEC must be a certified CLEC under applicable state rules and have elected the PID and PAP under its Washington interconnection agreement with CenturyLink.

8.4 Eligible CLSP Services will be included in the UNE-P PAP results beginning the first full month following the Effective Date of the Agreement.

8.5 Notwithstanding the dispute resolution provisions in the Agreement, the Parties will resolve any dispute, claim or controversy arising out of, or relating to, the PID and/or PAP under the dispute resolution process described in the PAP.