

November 28, 2023

*Via Electronic Filing Only:  
psc@utah.gov*

Gary Widerburg  
Commission Administrator  
Utah Public Service Commission  
Heber M. Wells Building, 4th Floor  
160 East 300 South  
Salt Lake City, UT 84111

**Re: CenturyLink Forbearance Master Services Agreement**

Dear Mr. Widerburg:

Attached please find the following CenturyLink QC filing:

Veracity Networks, LLC

CenturyLink Forbearance Master Services  
Agreement between Veracity Networks, LLC  
and Qwest Corporation dba CenturyLink QC

If you have any questions, please do not hesitate to contact me. Thank you for your anticipated assistance in this regard.

Sincerely,



Dianne Barthel  
Senior Paralegal

Attachment

cc: Service List

**CENTURYLINK**

Katie N. Wagner (OK Bar #33296)  
Senior Corporate Counsel  
100 CenturyLink Drive  
Monroe, Louisiana 71203  
[Katie.wagner@lumen.com](mailto:Katie.wagner@lumen.com)  
405-669-8712

*Counsel for Qwest Corporation dba CenturyLink QC*

**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

---

In the Matter of the Forbearance Master Services  
Agreement between Qwest Corporation dba  
CenturyLink QC and Veracity Networks, LLC

Docket No.

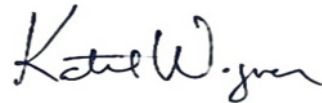
**AGREEMENT FILING**

---

Pursuant to 47 U.S.C. § 252(e)(1), and Utah Code Ann. § 54-8b-2.2.(1)(d), Qwest Corporation dba CenturyLink QC (“CenturyLink”) files the attached CenturyLink Forbearance Master Services Agreement entered into by CenturyLink and Veracity Networks, LLC for approval by the Commission. Under the Agreement, CenturyLink will provide certain services to Veracity Networks, LLC in the State of Utah.

Dated this 28th day of November, 2023.

**CENTURYLINK**



By: \_\_\_\_\_  
Katie N. Wagner, OK Bar #33296  
Senior Corporate Counsel  
[Katie.wagner@lumen.com](mailto:Katie.wagner@lumen.com)  
405-669-8712

## CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing CenturyLink Forbearance Master Services Agreement was served by email this 28th day of November, 2023 on the following person at the email address shown below:

Marshall Erb  
CEO

[marshall.erb@veracitynetworks.com](mailto:marshall.erb@veracitynetworks.com)



---

Dianne Barthel

## CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT

This Forbearance Master Services Agreement ("Agreement") is between the CenturyLink Incumbent Local Exchange Carrier ("ILEC") entities listed in Attachment 1 of this Agreement (collectively and individually referred to as ("CenturyLink")) and Veracity Networks, LLC ("Customer") and becomes effective on the date the first Service Schedule is added (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of the specific products and services delineated herein ("Service") from CenturyLink.

**1. Term.** The term of the Agreement will commence on the Effective Date and continue until December 31, 2022, unless earlier terminated in accordance with the Agreement ("Term"). Upon expiration of the Term, the Agreement automatically continues on a monthly basis. Either party may provide written notice of termination to the other party at least 90 days before expiration of the Term or, if the Term has expired, 90 days before the desired date of expiration of this Agreement.

**2. Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Order(s), Local Service Requests ("LSRs"), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments") for the purpose of allowing Customer to provide Service to its residential and business End Users. Service will only be provided in CenturyLink's Incumbent Local Exchange Carrier (as such term is commonly understood within the telecommunications industry) service territory in the States indicated in Attachment 1.

### Available Service Schedules

- **Service Schedule for Legacy CenturyLink and Embarq Resale Service**
- **Service Schedule for Legacy Qwest Resale Service**
- **Service Schedule for Wholesale Local Voice Service ("WLV")**
- **Service Schedule for Wholesale Analog Loop ("WAL") and Related Offerings**

**2.1 Proof of Authorization.** Each party is responsible for obtaining and maintaining Proof of Authorization (POA), as required by applicable law, as amended from time to time. Each party will make POAs available to the other party upon request. In the event of an allegation of an unauthorized change or unauthorized service, the party charged with the alleged infraction is responsible for resolving such claim, and it will indemnify and hold harmless the other party for any losses, damages, penalties, or other claims in connection with the alleged unauthorized change or service.

**3. Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order" or "LSR"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at the existing rates, subject to adjustment by CenturyLink on 30 days' written notice. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date" or a "Firm Order Commit" Date), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

### **4. Billing and Payment.**

**4.1 Rates and Commencement of Billing.** The rates for CenturyLink's provision of the Service are set forth in the applicable Service Attachment, attached, and/or incorporated herein by reference. Rates are subject to adjustment by CenturyLink on 30 days' written notice. Billing will commence upon the date the applicable Service is delivered to Customer ("Service Commencement Date"). If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer for the Service, and Customer will pay such charges.

**4.2 Payment.** Undisputed amounts payable under this Agreement are due and payable within 30 days after the date of invoice (the "Payment Due Date"). Payment must be made in U.S. currency by check or wire transfer of immediately available funds. If the Payment Due Date falls on a Saturday, Sunday or on a designated bank holiday, the payment may be made the next business day. For invoices distributed electronically, the date of the invoice is the same as if the invoice were billed on paper, not the date the electronic delivery occurs. If Customer fails to make payment on or before the Payment Due Date, CenturyLink may invoke all available rights and remedies.

**4.3 Cessation of Order Processing.** CenturyLink may discontinue processing new orders for Services for any failure to make full payment of undisputed amounts invoiced for Services within 30 days following the Payment Due Date. CenturyLink's continued processing of orders in the absence of Customer's cure does not prevent CenturyLink from ceasing to process additional new orders for Services without further notice. Upon Customer's payment or cure of another breach, CenturyLink will resume processing orders for Services from Customer within one business day.

**4.4 Disconnection of Service.** CenturyLink will provide a final notice of non-payment 30 days prior to actual suspension and/or disconnection of services ("Final Non-Payment Notice"). If CenturyLink disconnects any Services provided under this Agreement for any uncured breach by Customer, Customer will pay the applicable charge set forth under this Agreement required to reconnect Services for each End User disconnected under this Section 4.4. If CenturyLink does not disconnect Customer's Service on the date specified in the Final Non-Payment Notice, and Customer's noncompliance continues, nothing contained herein precludes CenturyLink from

## CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT

disconnecting any or all Services. Customer is solely responsible for meeting any requirements under applicable law regarding disconnection of services to End Users.

**4.5 Billing Disputes.** If Customer disputes, in good faith, and withholds payment on any portion of the charges under this Agreement, Customer will notify CenturyLink in writing within 15 days following the Payment Due Date identifying the amount and rationale of such dispute. Billed amounts for which written, itemized, good faith disputes or claims have been filed must be resolved in accordance with this Section 4.5. Regardless of the status of any disputes, Customer will at a minimum pay all undisputed amounts due to CenturyLink. Both Customer and CenturyLink agree to expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means before invoking any other rights or remedies.

**4.5.1 Withheld Disputed Charges.** If Customer disputes charges and does not pay such charges by the Payment Due Date, such charges may be subject to late payment charges. If CenturyLink determines in good faith that a disputed charge was billed correctly, Customer must pay such amounts and applicable late payment charges within 10 days after CenturyLink provides notice of such determination. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. Customer may not continue to withhold the disputed amount following the initial resolution while pursuing further dispute resolution. If the disputed charges have been withheld and the dispute is resolved in favor of Customer, CenturyLink will credit Customer's bill for the amount of the disputed charges and any late payment charges that have been assessed no later than the second bill date after the resolution of the dispute.

**4.5.2 Paid Disputed Charges.** If Customer pays the disputed charges and the dispute is resolved in favor of CenturyLink, no further action is required. If Customer pays the charges disputed at the time of payment or at any time thereafter, and the dispute is resolved in favor of Customer, CenturyLink will adjust the billing, usually within two billing cycles after the resolution of the dispute, as follows: CenturyLink will credit Customer's bill for the disputed amount and any associated interest; or if the disputed amount is greater than the bill to be credited, pay the remaining amount to Customer. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

**4.5.3 Dispute Period.** If Customer fails to dispute a rate or charge within 180 days following the invoice date on which the rate or charge appeared, adjustment (if applicable) will be made on a going-forward basis only, beginning with the date of the dispute.

**4.6 Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

**4.7 Credit Approval and Deposits.** Customer will provide CenturyLink with credit information as requested. CenturyLink may require Customer to make a deposit as a condition of CenturyLink's acceptance of any Order or continuation of: (a) usage-based Services; or (b) non-usage based Service where Customer fails to timely pay CenturyLink hereunder or CenturyLink reasonably determines that Customer has had an adverse change in financial condition. Deposits will not exceed two months' estimated charges for Service and are due upon CenturyLink's written request. When Service is discontinued, the deposit will be credited to Customer's account and the balance refunded.

**4.8 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

**4.9 Late Payment Charge.** If any portion of the payment is received by CenturyLink after the Payment Due Date, or if any portion of the payment is received by CenturyLink in funds that are not immediately available, then a late payment charge will be due to CenturyLink. The late payment charge is the portion of the payment not received by the Payment Due Date multiplied by a late factor. The late factor is the lesser of: (i) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the Payment Due Date to and including the date that Customer actually makes the payment to CenturyLink; or (ii) 0.000407 per day, compounded daily for the number of days from the Payment Due Date to and including the date that Customer actually makes the payment to CenturyLink.

## CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT

**5. Default.** If either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Service, in whole or in part, and/or (ii) subject to Section 6, pursue any remedies it may have at law or in equity. In addition to the remedies delineated herein, CenturyLink may cease order processing as discussed in Section 4.3, 10 days after written notice of any default under this Section 5.

### **6. Liabilities, Other Customer-Related Terms.**

**6.1 Service Levels.** Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request, except that credits will not be provided for Excused Outages. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Excused Outages mean scheduled maintenance under Section 8 and force majeure events, unless otherwise defined in a Service Attachment. Customer's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

**6.2 Damages Limitations.** Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Service Attachment.

**6.3 Disclaimer of Warranties.** CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

**6.4 Conversions.** If Customer is obtaining services from CenturyLink under an arrangement or agreement that includes the application of Termination Liability Assessment ("TLA") or minimum period charges, and if Customer wishes to convert such services to a Service under this Agreement, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement. Nothing herein will be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

**6.5 Customer Contacts.** Customer, or Customer's authorized agent, is the single point of contact for its End User's service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. Customer will inform its End Users that they are End Users of Customer and CenturyLink will not represent or infer otherwise, but this will not be interpreted to in any way restrict the ability of CenturyLink personnel to state factually correct information if a need has arisen to converse with such End Users. Customer's End Users contacting CenturyLink will be instructed to contact Customer, and CenturyLink's End User Customers contacting Customer will be instructed to contact CenturyLink. In responding to calls, neither party will make disparaging remarks about the other party. To the extent the correct provider can be determined, misdirected calls received by either party will be referred to the proper provider; however, nothing in this Agreement will be deemed to prohibit CenturyLink or Customer from discussing its products and services with the other party's End Users who call in order to gain information on, or to switch to, such products and services.

**7. Customer Premises; Title to Equipment.** If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

**8. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

### **9. General Terms.**

**9.1 Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

## CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT

**9.2 Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Service Attachment without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). Customer will indemnify, defend and hold CenturyLink and its affiliates harmless from any claims arising from or related to any Customer Provided Services. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

**9.3 Notices.** Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address as reflected in CenturyLink's records, Attn. General Counsel.

**9.4 Confidentiality.** Neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information received from the other party. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. "Confidential Information" means any commercial or operational information disclosed by one party to the other in connection with the Agreement and does not include any information that: (a) is in the public domain without a breach of confidentiality; (b) is obtained from a third party without violation of any obligation of confidentiality; or (c) is independently developed by a party without reference to the Confidential Information of the other party.

**9.5 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

**9.6 Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the Telecommunications Act of 1996 and applicable decisions of the FCC and other regulatory authorities, where applicable. Otherwise, the law of the State of New York, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

**9.7 Critical 9-1-1 Circuits.** The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**9.8 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**9.9 Reporting Requirements.** If reporting obligations or requirements are imposed upon either party by any third party or regulatory agency in connection with this Agreement or the Services, including use of the Services by Customer or its End Users, the other party will reasonably assist that party in complying with such obligations and requirements.

**CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT**

**9.10 Cooperation on Fraud.** The parties will cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other. Customer is responsible for all claims, damages and/or costs incurred by CenturyLink as a result of fraud committed by Customer's End Users.

**Veracity Networks, LLC**

*Marshall E. Erb*

\_\_\_\_\_  
Signature

Marshall E. Erb  
Name Printed/Typed

CEO  
Title

Aug 25, 2020

Date

**CenturyLink**

*Kimberly J. Povirk*

Kimberly J. Povirk (Aug 25, 2020 15:57 CDT)

\_\_\_\_\_  
Signature

Kimberly J. Povirk  
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales  
Title

Aug 25, 2020

Date



**CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT**

**ATTACHMENT 1  
LIST OF CENTURYLINK ILEC ENTITIES**

<b>ENTITY LIST (By State)</b>
<b>ALABAMA</b>
CenturyTel of Alabama, LLC d/b/a CenturyLink
<b>ARIZONA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>ARKANSAS</b>
CenturyLink of Louisiana, LLC
CenturyTel of Arkansas, Inc. d/b/a CenturyLink
CenturyTel of Central Arkansas, LLC d/b/a CenturyLink
CenturyTel of Missouri, LLC d/b/a CenturyLink
CenturyTel of Mountain Home, Inc. d/b/a CenturyLink
CenturyTel of Northwest Arkansas, LLC d/b/a CenturyLink
CenturyTel of Redfield, Inc. d/b/a CenturyLink
CenturyTel of South Arkansas, Inc. d/b/a CenturyLink
<b>COLORADO</b>
CenturyTel of Colorado, Inc. d/b/a CenturyLink
CenturyTel of Eagle, Inc. d/b/a CenturyLink (Also provides 8 access lines into Utah from a central office in Colorado)
El Paso County Telephone Company d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>FLORIDA</b>
Embarq Florida, Inc. d/b/a CenturyLink
<b>GEORGIA</b>
Coastal Utilities, Inc. d/b/a CenturyLink
<b>IDAHO</b>
CenturyTel of the Gem State, Inc. d/b/a CenturyLink
CenturyTel of Idaho, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>ILLINOIS</b>
Gallatin River Communications L.L.C. d/b/a CenturyLink GRC
<b>INDIANA</b>
CenturyTel of Central Indiana, Inc. d/b/a CenturyLink
CenturyTel of Odon, Inc. d/b/a CenturyLink
United Telephone Company of Indiana, Inc. d/b/a CenturyLink
<b>IOWA</b>
CenturyTel of Chester, Inc. d/b/a CenturyLink
CenturyTel of Postville, Inc. d/b/a CenturyLink
Embarq Missouri, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>KANSAS</b>
Embarq Missouri, Inc. d/b/a CenturyLink
United Telephone Company of Eastern Kansas d/b/a CenturyLink
United Telephone Company of Kansas d/b/a CenturyLink
United Telephone Company of Southcentral Kansas d/b/a CenturyLink
<b>LOUISIANA</b>
CenturyLink of Louisiana, LLC
CenturyTel of South Arkansas, Inc. d/b/a CenturyLink
<b>MICHIGAN</b>
CenturyTel Midwest – Michigan, Inc. d/b/a CenturyLink
CenturyTel of Michigan, Inc. d/b/a CenturyLink
CenturyTel of Northern Michigan, Inc. d/b/a CenturyLink
CenturyTel of Upper Michigan, Inc. d/b/a CenturyLink

**CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT**

<b>ENTITY LIST (By State)</b>
<b>MINNESOTA</b>
CenturyTel of Chester, Inc. d/b/a CenturyLink
CenturyTel of Minnesota, Inc. d/b/a CenturyLink
CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink
Embarq Minnesota, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>MISSISSIPPI</b>
CenturyTel of Adamsville, Inc. d/b/a CenturyLink
CenturyTel of North Mississippi, Inc. d/b/a CenturyLink
<b>MISSOURI</b>
CenturyTel of Missouri, LLC d/b/a CenturyLink
CenturyTel of Northwest Arkansas, LLC d/b/a CenturyLink
Embarq Missouri, Inc. d/b/a CenturyLink
Spectra Communications Group, LLC d/b/a CenturyLink
<b>MONTANA</b>
CenturyTel of Montana, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>NEBRASKA</b>
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the West d/b/a CenturyLink
<b>NEVADA</b>
Central Telephone Company d/b/a CenturyLink
CenturyTel of the Gem State, Inc. d/b/a CenturyLink
<b>NEW JERSEY</b>
United Telephone Company of New Jersey, Inc. d/b/a CenturyLink
<b>NEW MEXICO</b>
CenturyTel of the Southwest, Inc.
Qwest Corporation
<b>NORTH CAROLINA</b>
Carolina Telephone & Telegraph Company LLC d/b/a CenturyLink
Central Telephone Company d/b/a CenturyLink
Mehtel, Inc. d/b/a CenturyLink
<b>NORTH DAKOTA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>OHIO</b>
CenturyTel of Ohio, Inc. d/b/a CenturyLink
United Telephone Company of Indiana, Inc. d/b/a CenturyLink
United Telephone Company of Ohio d/b/a CenturyLink
<b>OKLAHOMA</b>
CenturyTel of Northwest Arkansas, LLC d/b/a CenturyLink
<b>OREGON</b>
CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink
CenturyTel of Oregon, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the Northwest d/b/a CenturyLink
<b>PENNSYLVANIA</b>
The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink

**CENTURYLINK FORBEARANCE MASTER SERVICES AGREEMENT**

<b>ENTITY LIST (By State)</b>
<b>SOUTH CAROLINA</b>
United Telephone Company of the Carolinas LLC d/b/a CenturyLink
<b>SOUTH DAKOTA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>TENNESSEE</b>
CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville
CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne
CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale
United Telephone Southeast LLC d/b/a CenturyLink
<b>TEXAS</b>
Central Telephone Company of Texas d/b/a CenturyLink
CenturyLink of Louisiana LLC (f/k/a CenturyTel of Northwest Louisiana, Inc. d/b/a CenturyLink)
CenturyTel of Lake Dallas, Inc. d/b/a CenturyLink
CenturyTel of Port Aransas, Inc. d/b/a CenturyLink
CenturyTel of San Marcos, Inc. d/b/a CenturyLink
United Telephone Company of Texas, Inc. d/b/a CenturyLink
<b>UTAH</b>
Qwest Corporation d/b/a CenturyLink QC
<b>VIRGINIA</b>
Central Telephone Company of Virginia d/b/a CenturyLink
United Telephone Southeast LLC d/b/a CenturyLink
<b>WASHINGTON</b>
CenturyTel of Cowiche, Inc. d/b/a CenturyLink
CenturyTel of Inter Island, Inc. d/b/a CenturyLink
CenturyTel of Washington, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the Northwest d/b/a CenturyLink
<b>WISCONSIN</b>
CenturyTel of Central Wisconsin, LLC d/b/a CenturyLink
CenturyTel of Fairwater-Brandon-Alto, LLC d/b/a CenturyLink
CenturyTel of Forestville, LLC d/b/a CenturyLink
CenturyTel of Larsen-Readfield, LLC d/b/a CenturyLink
CenturyTel of the Midwest-Kendall, LLC d/b/a CenturyLink
CenturyTel of the Midwest-Wisconsin, LLC d/b/a CenturyLink
CenturyTel of Monroe County, LLC d/b/a CenturyLink
CenturyTel of Northern Wisconsin, LLC d/b/a CenturyLink
CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink
CenturyTel of Southern Wisconsin, LLC d/b/a CenturyLink
CenturyTel of Wisconsin, LLC d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
Telephone USA of Wisconsin, LLC d/b/a CenturyLink
<b>WYOMING</b>
CenturyTel of Wyoming, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the West d/b/a CenturyLink of the West

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

### APPLICABLE STATES:

CenturyLink agrees to offer and Customer intends to purchase Resale Service in the states marked with an "X" as indicated below.

Arizona	
Colorado	
Idaho	
Iowa	
Minnesota	
Montana	
Nebraska	
New Mexico	
North Dakota	
Oregon	
South Dakota	
Utah	X
Washington	
Wyoming	

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

### 1.0 General terms

- 1.1 Definitions. Capitalized terms used herein are defined in Attachment 1.
- 1.2 This Service Schedule is for all Customers requesting resale of CenturyLink retail Telecommunications Services applicable with CenturyLink's Tariffs, within the operating territory of Qwest Corporation.
- 1.3 If Customer is already doing business as a Reseller with CenturyLink, system limitations indicated in this Service Schedule will pertain to such Customer.
- 1.4 In order for Customer to establish itself as a Reseller, it must follow the processes contained in this Schedule and the applicable Product Catalogs ("PCAT") and establish the necessary industry requirements, such as obtaining ACNAs, OCNs, and other necessary steps. In addition, the PCATs may have further specific requirements when ordering certain services (for example, 911 PS/ALI requirements). Such requirements can be found in the applicable PCATs, and Customer will comply with such requirements.
- 1.5 Telecommunications Services provided directly to Customer for its own use and not resold to End Users are not available under this Schedule.
- 1.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by CenturyLink pursuant to an applicable provision herein, Customer may use the phrase "Customer is a Reseller of CenturyLink Services" (the Authorized Phrase) in Customer's printed materials provided:
- 1.6.1 The Authorized Phrase is not used in connection with any goods or services other than CenturyLink services resold by Customer.
- 1.6.2 Customer's use of the Authorized Phrase does not cause End Users to believe that Customer is CenturyLink.
- 1.6.3 The Authorized Phrase, when displayed, appears only in text form (Customer may not use the CenturyLink logo) with all letters being the same font and point size. The point size of the Authorized Phrase will be no greater than one fourth the point size of the smallest use of Customer's name and will not exceed 8-point size.
- 1.6.4 Customer will provide all printed materials using the Authorized Phrase to CenturyLink for its prior written approval.
- 1.6.5 If CenturyLink determines that Customer's use of the Authorized Phrase causes End User confusion, CenturyLink may immediately terminate Customer's right to use the Authorized Phrase.
- 1.6.6 Upon termination of Customer's right to use the Authorized Phrase or termination of this Schedule, all permission or right to use the Authorized Phrase will immediately cease to exist and Customer will immediately cease any and all such use of the Authorized Phrase. Customer will either promptly return to CenturyLink or destroy all materials in its possession or control displaying the Authorized Phrase.

### 2.0 Resale Services Description

- 2.1 CenturyLink will offer for resale at the same rates that CenturyLink charges to End Users purchasing the same applicable service any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All CenturyLink retail Telecommunications Services are available for resale from CenturyLink pursuant to the Act and the terms and conditions for such services are available in CenturyLink's applicable Tariffs.

### 3.0 Terms and Conditions

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

- 3.1 Services available for resale under this Schedule may be resold only to the same class of End Users to which CenturyLink sells such services out of CenturyLink's Tariff.
- 3.2 Private line service used for special access is not available for resale under this Schedule and must be ordered out of the appropriate Special Access tariff via an ASR.
- 3.3 Specific services that are available for resale out of CenturyLink's Tariff are listed in the PCAT.
- 3.4 E911/911 service is provided with each local Exchange Service line resold by Customer whenever E911/911 service would be provided on the same line if provided by CenturyLink to a CenturyLink retail End User.
- 3.4.1 CenturyLink will provide to Customer, for Customer's End Users, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). CenturyLink will not be responsible for any failure of Customer to provide accurate End User information for listings in any databases in which CenturyLink is required to retain and/or maintain such information. CenturyLink will provide Customer's End User information to the Automatic Location Identification/Database Management System (ALI/DBMS). CenturyLink will use its standard process to update and maintain Customer's End User service information in the ALI/DBMS used to support E911/911 services on the same schedule that it uses for its retail End Users. CenturyLink assumes no liability for the accuracy of information provided by Customer.
- 3.4.2 For Reseller Customer, Customer's Private Switch/Automatic Location Identification (PS/ALI) End User is required to install a minimum of two (2) trunks for each main location listed where the PBX/Centrex/Centron resides on an End User's premises to the 911 system. The dedicated PS/ALI ES CAMA trunks will comply with the terms and conditions of standard E911 Interconnection. PS/ALI service is available in some CenturyLink End Office Switches over PRI trunks. If Customer's PS/ALI End User uses ISDN PRI to provide PS/ALI, special CAMA trunks are not required. Dedicated circuits are not required for Centron service.
- 3.5 CenturyLink will accept at no charge one (1) primary white pages Directory Listing for each main telephone number belonging to Customer's End User based on End User information provided to CenturyLink by Customer. CenturyLink will place Customer's End User's Listings in CenturyLink's Directory Assistance Database and will include such Listings in CenturyLink's Directory Assistance Service.
- 3.6 If CenturyLink provides and Customer accepts CenturyLink's Directory Assistance Service or operator services for Customer's resold local Exchange Service lines, such Directory Assistance and operator services may be provided with branding where available.
- 3.7 Customer will designate the primary interexchange carrier (PIC) assignments on behalf of its End Users for InterLATA and IntraLATA services. Customer and CenturyLink will follow all Applicable Laws, rules and regulations with respect to PIC changes. CenturyLink will disclaim any liability for Customer's improper InterLATA and IntraLATA PIC change requests, and Customer will disclaim any liability for CenturyLink's improper InterLATA (when applicable) and IntraLATA PIC change requests.
- 3.8 When End Users switch from CenturyLink to Customer, or to Customer from any other Reseller and if they do not change their service address to an address served by a different Rate Center, such End Users will be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Laws or regulations for number administration and Local Number Portability (LNP).
- 3.9 In the event CenturyLink properly terminates the Provisioning of any resold services to Customer for any reason, Customer will be responsible for providing any and all necessary notice to its End Users of the termination. In no case will CenturyLink be responsible for providing such notice to Customer's End Users. CenturyLink will provide notice to Customer of CenturyLink's termination of a resold service on a timely basis.

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

- 3.10 The underlying network provider of a resold service will be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.
- 3.11 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Customer requests that facilities be constructed or enhanced to provide resold services, CenturyLink will construct facilities to the extent necessary to satisfy its obligations to provide basic local Exchange Service as set forth in CenturyLink's retail Tariffs. Customer will compensate for the cost of such construction according to the terms of the applicable retail Tariff.

### **4.0 Rates and Charges**

- 4.1 The Telecommunications Services offerings available for resale are available at the retail Tariff rates and may (if applicable) be subject to Commission-approved changes of such Tariffs, and any such changes will apply from the effective date of such change on a going-forward basis only.
- 4.2 Any services ordered will be billed at full Tariff rates. The section "Removal of former Wholesale Discount Rates" in a Rate Sheet(s) (attached and/or incorporated by reference) will be used for Billing purposes to remove discounts and when appropriate to signify adjustments to be made.
- 4.3 The Customer Transfer Charges (CTC) as specified in a Rate Sheet(s) apply when transferring services to Customer.
- 4.4 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End Users, will continue to be paid by Customer for each local exchange line resold under this Schedule. All federal and state rules and regulations associated with SLC are found in the applicable CenturyLink Tariffs.
- 4.5 Customer will pay to CenturyLink the Primary Interexchange Carrier (PIC) change charge without discount for Customer End User changes of Interexchange or IntraLATA Carriers. Any change in Customer's End User's Interexchange or IntraLATA Carrier must be requested by Customer on behalf of its End User, and CenturyLink will not accept changes to Customer's End User's Interexchange or IntraLATA Carrier(s) from anyone other than Customer.
- 4.6 Customer will pay CenturyLink when its End User activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace). With respect to all such charges, CenturyLink will provide Customer with sufficient information to enable Customer to bill its End Users.
- 4.7 Miscellaneous Charges applicable to services ordered for resale by Customer will apply if such Miscellaneous Charges apply for equivalent services ordered by CenturyLink retail End Users. Such Miscellaneous Charges include charges listed in the applicable CenturyLink Tariffs.
- 4.8 CenturyLink will timely bill new CenturyLink Tariff rates or charges using the effective date for such rates or charges as ordered by the Commission. If CenturyLink bills Customer amounts different from new or changed rates after the effective date of such rates or charges, CenturyLink will make appropriate bill adjustments or provide appropriate bill credits on Customer's bill(s).
- 4.9 If rates for services resold by Customer under this Schedule change, based on changes in CenturyLink's Tariffs, charges billed to Customer for such services will be based upon the new Tariff. The new rate will be effective upon the effective date of the Tariff.
- 4.10 Product-specific nonrecurring charges as set forth in CenturyLink's applicable Tariffs will apply when new or additional resold services are ordered and installed at Customer's request for use by Customer's End Users.

### **5.0 Ordering Process**

- 5.1 Customer, or Customer's agent, will act as the single point of contact for its End Users' service

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. Customer's End Users contacting CenturyLink in error will be instructed to contact Customer; and CenturyLink's End Users contacting Customer in error will be instructed to contact CenturyLink. In responding to calls, neither party will make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either party will be referred to the proper provider of local Exchange Service; however, nothing in this Schedule will be deemed to prohibit CenturyLink or Customer from discussing its products and services with Customer's or CenturyLink's End Users who call the other party seeking such information.

- 5.2 Customer will transmit to CenturyLink all information necessary for the ordering (Billing, Directory Listing and other information), installation, repair, maintenance and post-installation servicing according to CenturyLink's standard procedures, as described in the applicable CenturyLink Product Catalogs (PCAT) available on CenturyLink's public web site. Information will be provided using CenturyLink's designated Local Service Request (LSR) format which may include the LSR, End User and resale forms.
- 5.3 Any orders for new services for resale will be pursuant solely to the terms of the applicable Tariff.
- 5.4 When Customer issues any orders to change or add any new resale services, it will be treated as new services for resale and will be provided solely under the Tariffs. Due to systems limitations the orders will be processed in the same manner through the Wholesale Service Center and some invoices will have a discount. Adjustments to remove the discount and bill the full tariff rates will be made. Customer agrees not to contest such Resale true-up Bills unless such Billing is not consistent with the applicable Tariff.
- 5.5 CenturyLink will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to Customer for resale under this Schedule as CenturyLink provides to itself, its Affiliates, its subsidiaries, other Resellers, and CenturyLink retail End Users. The installation, Provisioning, maintenance, and repair processes for Customer's resale service requests are detailed in individual PCATs for such processes.
- 5.6 Customer is responsible for providing to CenturyLink complete and accurate End User information for Directory Listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 Emergency Services. Refer to the appropriate Tariffs and PCATs for these services.
- 5.7 If CenturyLink's retail End User, or the End User's New Service Provider orders the discontinuance of the End User's existing CenturyLink service in anticipation of the End User moving to a New Service Provider, CenturyLink will render its closing bill to the End User, discontinuing Billing as of the date of the discontinuance of CenturyLink's service to the End User. If the Current Service Provider, or if the End User's New Service Provider orders the discontinuance of existing resold service from the Current Service Provider, CenturyLink will bill the Current Service Provider for service through the date the End User receives resold service from the Current Service Provider. CenturyLink will notify Customer by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User moves from the Current Service Provider to a New Service Provider. CenturyLink will not provide the Current Service Provider with the name of the New Service Provider selected by the End User.
- 5.8 Customer will provide CenturyLink and CenturyLink will provide Customer with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both Customer and CenturyLink in the event special attention is required on a service request.
- 5.9 Prior to placing orders on behalf of the End User, Customer will be responsible for obtaining and having in its possession Proof of Authorization (POA), which Customer will be responsible for obtaining and maintaining as required by Applicable Law, as amended from time to time.



## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

5.10 Due Date intervals for Customer's resale service requests are established when service requests are received by CenturyLink through Operational Support Systems or by facsimile. Intervals provided to Customer will be equivalent to intervals provided by CenturyLink to itself, its Affiliates, its subsidiaries, other Resellers, and to CenturyLink's retail End Users.

### **6.0 Billing**

6.1 CenturyLink will bill Customer and Customer will be responsible for all applicable charges for the resold services as provided herein. Customer will also be responsible for all Tariffed charges and charges separately identified in this Schedule associated with services that Customer resells to an End User under this Schedule.

6.2 CenturyLink will provide Customer, on a monthly basis, within seven (7) to ten (10) days of the last day of the most recent Billing period a standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User sub-account information consistent with the samples available for Customer review.

### **7.0 Maintenance and Repair**

7.1 CenturyLink will maintain its facilities and equipment used to provide Customer resold services. Customer or its End Users may not rearrange, move, disconnect or attempt to repair CenturyLink's facilities or equipment, including facilities or equipment that may terminate or be located at Customer's End User's premises, other than by connection or disconnection to any interface between CenturyLink and the End User's facilities, without the written consent of CenturyLink. Maintenance and Repair procedures are provided in the Maintenance and Repair PCAT.

# SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

## ATTACHMENT 1- DEFINITIONS

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"Applicable Law" means all laws, statutes, common law including, but not limited to, the Act, the regulations, rules, and final orders of the FCC, a state regulatory authority, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or a state regulatory authority.

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which Customer delivers Automatic Location Identification (ALI) data for Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Current Service Provider" means the Party from which an End User is planning to switch its local Exchange Service or the Party from which an End User is planning to port its telephone number(s).

"Customer" means the Person purchasing a Telecommunications Service or an information service or both from a Carrier.

"Database Management System (DBMS)" A system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

"Demarcation Point" is defined as the point at which the LEC ceases to own or control Customer Premises wiring including without limitation inside wiring.

"Directory Assistance Database" contains only those published and non-listed telephone number listings obtained by CenturyLink from its own End Users and other Telecommunications Carriers.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" or "Listings" are any information identifying the listed names of subscribers of a Telecommunications Carrier or Provider, as applicable, and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications: (1) that the Telecommunications Carrier and/or Provider provides or uses for the purpose of publishing the Listings in any directory format; or (2) that the Telecommunications Carrier and/or Provider provides or uses in Directory Assistance Service, Directory Assistance List Service, or for other lawful purposes.

"Due Date" means the specific date on which the requested Service is to be available to the Customer or to Customer's End User, as applicable.

"Emergency Services" means law enforcement, fire, ambulance, rescue, and medical services.

"End User" means a third-party retail Customer that subscribes to a Telecommunications Service or information service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the Local Calling Area as determined by the Commission.

"FCC" means the Federal Communications Commission.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"Local Number Portability (LNP)" is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Loop" or "Unbundled Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Loop Demarcation Point at an End User's Premises

"Miscellaneous Charges" mean charges that CenturyLink may assess in addition to recurring and nonrecurring rates set forth in the Rate Sheet, for activities Customer requests CenturyLink to perform, activities Customer authorizes, or charges that are a result of Customer's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in CenturyLink's recurring or nonrecurring rates. Miscellaneous Charges will be contained in or referenced in the Rate Sheet or the applicable Tariff.

"New Service Provider" means the Party to which an End User switches its local Exchange Service or the Party to which an End User is porting its telephone number(s).

"Operational Support Systems" or "OSS" mean pre-ordering, Provisioning, maintenance, repair and billing systems.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Premises" refers to CenturyLink's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by CenturyLink that house its network facilities; all structures that house CenturyLink facilities on public rights-of-way, including but not limited to vaults containing Loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by CenturyLink that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Proof of Authorization" has the meaning set forth in Section 2.1 of the Agreement.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

## SERVICE SCHEDULE FOR LEGACY QWEST RESALE SERVICE

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the North American Numbering Plan in connection with the provision of switched services.

"Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User traffic to/from the particular NPA-NXX designations with the specific Rate Center, and 2) the corresponding geographic area which is associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

"Reseller" is a category of Customers who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End Users.

"Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer Premises.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

"Tariff" as used throughout this Schedule refers to CenturyLink interstate tariffs and state tariffs, price lists, catalogs and price schedules.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier will be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the FCC will determine

whether the provision of fixed and mobile satellite service will be treated as common carriage.

"Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means a Service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End Users intercommunicating Service of the character ordinarily furnished by a single exchange, and which is covered by the exchange Service charge, or comparable Service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of basic exchange Telecommunications Services and access Services, are located.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act or elsewhere in this Schedule, will have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.



## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLV”) SERVICE

**APPLICABLE STATES:**

CenturyLink agrees to offer and Customer intends to purchase Wholesale Local Voice (“WLV”) Service in the states marked with an “X” as indicated below.

State
Arizona __ Q
Colorado __ Q
Florida __ EQ
Idaho __ Q
Indiana __ EQ
Iowa __ Q
Kansas __ EQ
Minnesota __ EQ __ Q
Missouri __ EQ
Montana __ Q
Nebraska __ EQ __ Q
Nevada __ EQ
New Jersey __ EQ
New Mexico __ Q
North Carolina __ EQ
North Dakota __ Q
Ohio __ EQ
Oregon __ EQ __ Q
Pennsylvania __ EQ
South Carolina __ EQ
South Dakota __ Q
Tennessee __ EQ
Texas __ EQ
Utah <u>X</u> Q
Virginia __ EQ
Washington __ EQ __ Q
Wyoming __ EQ __ Q

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLV”) SERVICE

**Applicability.** This Service Schedule (including Attachment 1 and Attachment 2, attached and incorporated into this Schedule) is applicable only when Customer orders Wholesale Local Voice Services (“Service”) and incorporates the terms of the Forbearance Master Services Agreement under which CenturyLink or a CenturyLink affiliate provides services to Customer (the “Agreement”). CenturyLink may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order. Services may only be procured from the entities listed in Exhibit 1.

In order for Customer to purchase Wholesale Local Voice, it must follow the processes contained in this Agreement and the applicable Product Catalogs (“PCAT”) and establish the necessary industry requirements, such as obtaining ACNAs, OCNs, and other necessary steps. In addition, the PCATs may have further specific requirements when ordering certain services (for example, 911 PS/ALI requirements). Such requirements can be found in the applicable PCATs, and Customer must comply with such requirements.

1. **Definitions.** Capitalized terms used herein are defined in Attachment 1.

2. **Network Security. Customer Information.**

### 2.1 Network Security

2.1.1 Each party will exercise the same degree of care to prevent harm or damage to the other party and any third parties, its employees, agents or End Users, or their property as it employs to protect its own employees, agents, End Users and property, but in no case less than a commercially reasonable degree of care.

2.1.2 Each party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions for any and all use of the Services by End Users. Specifically, no employee, agent or representative will monitor any circuits except as required to repair or provide Service of any End User at any time. Nor will an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Customer is responsible for covering its employees on such security requirements and penalties.

2.1.3 The parties' networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The parties are responsible for their employees with respect to such security requirements and penalties.

2.1.4 CenturyLink is not liable for any losses, damages or other claims, including, but not limited to, uncollectible or unbillable revenues, resulting from accidental, erroneous, malicious, fraudulent or otherwise unauthorized use of Services or facilities (“Unauthorized Use”), whether or not such Unauthorized Use could have been reasonably prevented by CenturyLink, except to the extent CenturyLink has been notified in advance by Customer of the existence of such Unauthorized Use, and fails to take commercially reasonable steps to assist in stopping or preventing such activity or such activity is the result of CenturyLink's willful misconduct.

2.2 **Customer Information.** Customer will work with CenturyLink in good faith to promptly complete or update required new customer information about Customer as applicable, (e.g., CenturyLink's “Commercial Customer Questionnaire”) to the extent that Customer has not already done so, and Customer will hold CenturyLink harmless for any damages to or claims from Customer caused by Customer's failure to promptly complete or update such questionnaire.

3.0 **End User Notices.** If CenturyLink terminates Service to Customer for any of the reasons delineated in this Agreement, Customer will provide any and all notices required under applicable law to its End Users. In no event is CenturyLink responsible to provide any notice of a termination of this Agreement to Customer's End Users.

# SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLTV”) SERVICE

## ATTACHMENT 1- DEFINITIONS

“Act” means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended.

“Advanced Intelligent Network” or “AIN” is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

“Applicable Law” means all laws, statutes, common law including, but not limited to, the Act, the regulations, rules, and final orders of the FCC, a state regulatory authority, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or a state regulatory authority.

“Carrier” or “Common Carrier” See Telecommunications Carrier.

“Central Office” means a building or a space within a building where transmission facilities or circuits are connected or switched.

“Commercial Mobile Radio Service” or “CMRS” is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

“Customer” means the Person purchasing a Telecommunications Service or an information service or both from a Carrier.

“Demarcation Point” is defined as the point at which the LEC ceases to own or control Customer Premises wiring including without limitation inside wiring.

“Directory Assistance Database” contains only those published and non-listed telephone number listings obtained by CenturyLink from its own End Users and other Telecommunications Carriers.

“Directory Assistance Service” includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller’s direction.

“End User” means a third-party retail Customer that subscribes to a Telecommunications Service or information service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

“FCC” means the Federal Communications Commission.

“Interexchange Carrier” or “IXC” means a Carrier that provides InterLATA or IntraLATA Toll services.

“Line Information Database” or “LIDB” stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), Billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, Billing or service restrictions and the sub-account information to be included on the call’s Billing record. Telcordia’s GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Telcordia’s TR-NWP-000029, Section 10).

“Line Side” refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User’s telephone station set, a PBX, answering machine, facsimile machine, computer, or similar customer device).

“Loop” or “Unbundled Loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Loop Demarcation Point at an End User’s Premises

“Miscellaneous Charges” mean charges that CenturyLink may assess in addition to recurring and nonrecurring rates set forth in the Rate Sheet, for activities Customer requests CenturyLink to perform, activities Customer authorizes, or charges that are a result of Customer’s actions, such as cancellation charges, additional labor and

maintenance. Miscellaneous Charges are not already included in CenturyLink’s recurring or nonrecurring rates. Miscellaneous Charges are contained in or referenced in the Rate Sheet or the applicable Tariff.

“Network Element” is a facility or equipment used in the provision of Telecommunications Service or an information service or both. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service or an information service or both, as is more fully described in this Agreement.

“Operational Support Systems” or “OSS” mean pre-ordering, Provisioning, maintenance, repair and billing systems.

“Port” means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer’s network address.

“Premises” refers to CenturyLink’s Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by CenturyLink that house its network facilities; all structures that house CenturyLink facilities on public rights-of-way, including but not limited to vaults containing Loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by CenturyLink that is adjacent to these Central Offices, Wire Centers, buildings and structures.

“Provisioning” involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

“Public Switched Network” includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the North American Numbering Plan in connection with the provision of switched services.

“Serving Wire Center” denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer Premises.

“Shared Transport” is defined as local interoffice transmission facilities shared by more than one Carrier, including CenturyLink, between End Office Switches, between End Office Switches and Tandem Switches (local and Access Tandem Switches), and between Tandem Switches within the Local Calling Area, as described more fully in this Agreement.

“Switch” means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

“Tariff” as used throughout this Agreement refers to CenturyLink interstate tariffs and state tariffs, price lists, catalogs and price schedules.

“Telecommunications Carrier” means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier is treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the FCC determines whether the provision of fixed and mobile satellite service is treated as common carriage.

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLV”) SERVICE

"Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the

provision of basic exchange Telecommunications Services and access Services, are located.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act or elsewhere in this Agreement, has the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.



# SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLV”) SERVICE

## ATTACHMENT 2

- 1.0 Customer may use WLV Services to provide any Telecommunications Services, information services (or both) that Customer chooses to offer to the extent that such services are granted herein or not limited hereby.
- 1.1 **General WLV Service Description.**
- 1.1.1 WLV Services consist of Local Switching and Shared Transport in combination with Loops provided herein. CenturyLink AIN Services, e.g., remote access forwarding, and CenturyLink Voice Messaging Services (“VMS”) may also be purchased with compatible WLV Services. These Network Elements will be provided in compliance with all Telcordia and other industry standards and technical and performance specifications to allow Customer to combine the WLV 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 Customer’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 Customer under this Agreement whether Customer’s end user is a residential end user or a business end user. As part of the WLV Service, CenturyLink combines the Network Elements that make up WLV Service. Customer may also purchase Wholesale Broadband Services, under a separate agreement, to be used with compatible WLV Service.
- 1.1.2 WLV Service is available in six different service arrangements, each of which is described more fully below: WLV Residential; WLV Business; WLV Centrex (in Minnesota only, Centron); WLV ISDN BRI; WLV Public Access Lines (“PAL”); WLV PBX Analog DID and non-DID (one way and two way) trunks.
- 1.1.3 Nothing in this Attachment, Schedule or the Agreement precludes CenturyLink from withdrawing availability of comparable, functionally equivalent services from its retail End Users. In the event of such withdrawal or discontinuation, CenturyLink may also withdraw availability of the equivalent WLV Service.
- 1.2 **Loops.** The Loop is defined as an analog transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Loop Demarcation Point at an End User’s premises. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics that are necessary for the full functionality of the analog loop (except those electronics used for the provision of advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes two wire and four wire analog Loops. As part of the WLV Service, CenturyLink will combine the Local Switching and Shared Transport Network Elements with an analog Loop.
- 1.2.1 CenturyLink will provide analog Loops to Customer of substantially the same quality as the Loop that CenturyLink uses to provide service to its own End Users. For Loops that have a retail analogue, CenturyLink will provide these Loops in substantially the same time and manner as CenturyLink provides to its own End Users. Loops will be with a minimum of service disruption. Analog (voice grade) Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, Customer must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.
- 1.2.2 The following WLV Service types will be combined with 2-wire loops: WLV Business; WLV Centrex (including Centrex 21); Centrex Plus; Centron in Minnesota only; WLV ISDN BRI; WLV PAL; WLV PBX Analog non-DID and 1-Way DID Trunks; and WLV Residential.
- 1.2.3 WLV 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 may be available with WLV Service (depending on offering with the individual CenturyLink entity): 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 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’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.

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLV”) SERVICE

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 WLV Rate Sheet.

### 1.4 Vertical Features and Ancillary Functions and Services.

1.4.1 WLV 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 Users 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. Customer 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 Customer’s WLV End User, 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. Customer will have non-discriminatory access to CenturyLink’s LIDB database and ICNAM database as part of the delivery of WLV 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 Customer’s End User 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 Customer’s WLV End Users, CenturyLink will load and update Customer’s WLV End Users’ name information into the LIDB and ICNAM databases from Customer’s completed service orders. Customer is responsible for the accuracy of its End Users’ 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 Customer’s WLV End Users as CenturyLink accesses for its own End Users. CenturyLink will not be liable for system outage or inaccessibility or for losses arising from the authorized use of the data by Customer.

1.4.9 CenturyLink will not charge Customer for the storage of Customer’s WLV End Users’ 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’s originating and terminating local/extended area service interoffice Local traffic on the CenturyLink interoffice message trunk network. Customer 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 WLV End Users.

Originating Toll Calls from, and terminating Toll Calls to, WLV 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 Customer has the right to charge switched access to IXCs for each element, as appropriate.

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

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

1.5.4 **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 WLV Rate Sheet.

### 1.6 WLV Service Arrangement Descriptions.

1.6.1 **WLV Business** is available to Customer for Customer’s business End Users and is the combination of an analog Line Side Port

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLV”) SERVICE

and Shared Transport provided under the Agreement with an analog - 2 wire voice grade Loop provided for in the Agreement.

1.6.2 **WLV Centrex** is available to Customer for Customer’s business End Users. WLV 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 for in the Agreement.

1.6.2.1 Customer may request a conversion from Centrex 21, Centrex-Plus or Centron service to WLV Business or WLV 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 WLV-Centrex at the rates set forth in the Rate Sheet.

1.6.3 **WLV ISDN BRI** is available to Customer for Customer’s End Users 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 Customer’s ICAs, except for those Loops that are otherwise provided for in the Agreement.

1.6.4 **WLV PAL** is available to Customer for only Customer’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 for in the Agreement.

1.6.5 **WLV PBX** is available to Customer for Customer’s business End Users.

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 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 for in the Agreement.

1.6.5.3 **ONLY FOR QWEST CORPORATION WLV SERVICES** - 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 for in the Agreement.

1.6.6 **WLV Residential** is available to Customer for Customer’s residential End Users 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 for in the Agreement. WLV Residential may be ordered and provisioned only for residential End User application. The definition of residential service is the same as in CenturyLink’s retail Tariffs as applied to CenturyLink’s End Users.

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

1.6.7 Should CenturyLink cease offering a service to its End Users that is also available under this Agreement, upon thirty (30) days prior written notice to Customer, CenturyLink will also cease offering the service to Customer.

### 2.0 Additional Terms and Conditions and Service Features.

2.1 CenturyLink does not warrant the availability of facilities at any Serving Wire Center. WLV Services will not be available if facilities are not available. CenturyLink represents and warrants that it will not otherwise restrict facilities eligible to provide WLV Service and that any and all facilities that would otherwise be available for retail service to a CenturyLink End User will be considered eligible for use by Customer for WLV Service to serve that same End User.

2.2 **Loop Start (“LPS”) to Ground Start (“GST”) and GST to LST Changes (“LPS/GST Change”)** are available with WLV Services. POTS Services (e.g., a WLV 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 Customer 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 WLV Rate Sheet and the CenturyLink retail Tariff nonrecurring charge (“NRC”) for LPS/GST Changes will be added to service orders requesting LPS/GST Changes.

2.3 **Daily Usage Feed (DUF).** CenturyLink will provide to Customer certain originating and terminating call records (“usage information”) generated by Customer’s WLV end user via a DUF.

2.3.1 CenturyLink will provide to Customer Local Call usage information within CenturyLink’s control with respect to calls originated by or terminated to Customer WLV End Users in the form of the actual information that is comparable to the information CenturyLink uses to bill its own End Users.

2.3.2 CenturyLink will provide to Customer usage information necessary for Customer 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 Customer’s WLV 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.

2.3.5 CenturyLink may charge for the provision of DUF and associated information as provided for in this section pursuant to the charges

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLV”) SERVICE

identified in the applicable Rate Sheet.

- 2.4 Feature and interLATA or intraLATA PIC changes or additions for WLV, will be processed concurrently with the WLV order as specified by Customer.
- 2.5 Access to 911/E911 emergency services for Customer’s End Users will be available in accordance with Customer’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 Customer WLV Service End Users and new WLV Service End Users, 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 WLV at the rates set forth in the attached Rate Sheet. Retail promotions may not be combined with WLV.
- 2.7 If CenturyLink develops and deploys new local switch features for its End Users, those switch features will be available with WLV 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 Customer’s right to receive any applicable universal service subsidy or other similar payments.
- 2.9 CenturyLink Operator and Directory Assistance services are provided under the terms and conditions of Customer’s ICAs.

### 3.0 Rates and Charges.

- 3.1 The Monthly Recurring (“MRC”) and Non-Recurring (“NRC”) rates for WLV Services and all associated WLV applicable usage-based rates and miscellaneous charges are set forth or incorporated by reference into the attached WLV Rate Sheets. 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 **WLV Rates as of Effective Date.** The Effective Date of the WLV Rate Sheet Attachment is August 14, 2020.

- 3.3 **Miscellaneous Charges.** Customer will be responsible for billing its WLV End Users for all Miscellaneous Charges and surcharges required of Customer by statute, regulation or as otherwise required.

- 3.4 **PICC.** Customer will pay CenturyLink the PIC change charge associated with Customer End User changes of interLATA or intraLATA Carriers. Any change in Customer’s End Users’ interLATA or intraLATA Carrier must be requested by Customer on behalf of its End User.

- 3.5 **Inter-carrier 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.

3.5.1 **Switched Access.** For WLV End User(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 WLV End User’s line to an IXC.

3.5.2 **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, ICSNAM and 8XX) associated with interLATA and intraLATA Toll Calls originated by or terminated to a WLV End User under the applicable Tariff.

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

- 3.6 **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.

- 3.7 **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 WLV End Users. This section does not affect CenturyLink’s right to charge IXCs for signaling as described in Section 1.4.2 of this Attachment.

- 3.8 **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 WLV End User, Local Switch Usage charges provided in the WLV 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.

3.8.1 **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 WLV 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.

3.8.2 **Originating IXC Toll Calls.** This originating Toll Call requires switching by the local serving CenturyLink end office. If the WLV 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 WLV end user, Local Switch Usage provided in the WLV Rate Sheet applies. Additionally, if Shared Transport is necessary to deliver the call to the Access Tandem, Shared Transport Usage charges provided in the WLV 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 Customer has the right to charge switched access to IXCs for each element, as appropriate.

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLV”) SERVICE

**3.8.3 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 WLV end user, no charges will apply under WLV. 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 3.5.3 above.

**3.8.4 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 WLV end user's local serving CenturyLink end office switch, Shared Transport is required to terminate the call to the receiving WLV end user. When this call type is terminated to a WLV 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 WLV 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 Customer has the right to charge switched access to IXCs for each element, as appropriate.

**3.8.5 Originating Toll Calls when QC is the IntraLATA Toll provider.** See Section 1.5.3 above. CenturyLink will have a reasonable amount of time to implement system or other changes necessary to bill Customer for rates or charges associated with WLV Services.

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

3.10 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.

3.11 CenturyLink may change any of the rates under this Attachment, Schedule and Rate Sheets upon 30 days' written notice.

### **4.0 Systems and Interfaces.**

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

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

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 Customer, 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 sub-account information. If Customer needs additional or different billing information in order to properly bill its End Users or other Carriers (including CenturyLink), CenturyLink will work with Customer in good faith to deliver such information.

### **6.0 Maintenance and Repair.**

6.1 CenturyLink will maintain facilities and equipment that comprise the WLV Service provided to Customer. Customer or its End Users 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, without the written consent of CenturyLink.

6.2 CenturyLink will provide general repair and maintenance services on its facilities, including those facilities supporting WLV Services purchased by Customer. CenturyLink will repair and restore any equipment or any other maintainable component that adversely impacts Customer's use of WLV Service. CenturyLink and Customer 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 WLV 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 WLV Service attributes and process enhancements are not subject to the Change Management Process (“CMP”). Customer proposed changes to WLV 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 Customer 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. All service credits will be applied automatically by CenturyLink as credit against Customer'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 the Effective Date.

## **SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLV”) SERVICE**

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.

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, Customer 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).

**SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLTV”) SERVICE**

**Exhibit 1  
Legacy CenturyLink Legal Entity List**

<b>ENTITY LIST (By State)</b>
<b>ARIZONA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>COLORADO</b>
El Paso County Telephone Company d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>FLORIDA</b>
Embarq Florida, Inc. d/b/a CenturyLink
<b>IDAHO</b>
Qwest Corporation d/b/a CenturyLink QC
<b>INDIANA</b>
United Telephone Company of Indiana, Inc. d/b/a CenturyLink
<b>IOWA</b>
Embarq Missouri, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>KANSAS</b>
Embarq Missouri, Inc. d/b/a CenturyLink
United Telephone Company of Kansas d/b/a CenturyLink
United Telephone Company of Southcentral Kansas d/b/a CenturyLink
United Telephone Company of Eastern Kansas d/b/a CenturyLink
<b>MINNESOTA</b>
Embarq Minnesota, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>MISSOURI</b>
Embarq Missouri, Inc. d/b/a CenturyLink
<b>MONTANA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>NEBRASKA</b>
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the West d/b/a CenturyLink
<b>NEVADA</b>
Central Telephone Company d/b/a CenturyLink
<b>NEW JERSEY</b>
United Telephone Company of New Jersey, Inc. d/b/a CenturyLink
<b>NEW MEXICO</b>
Qwest Corporation
<b>NORTH CAROLINA</b>
Carolina Telephone & Telegraph Company LLC d/b/a CenturyLink
Central Telephone Company d/b/a CenturyLink
<b>NORTH DAKOTA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>OHIO</b>
United Telephone Company of Ohio d/b/a CenturyLink
<b>OREGON</b>
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the Northwest d/b/a CenturyLink
<b>PENNSYLVANIA</b>
The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink

**SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE LOCAL VOICE (“WLV”) SERVICE**

<b>ENTITY LIST (By State)</b>
<b>SOUTH CAROLINA</b>
United Telephone Company of the Carolinas LLC d/b/a CenturyLink
<b>SOUTH DAKOTA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>TENNESSEE</b>
United Telephone Southeast LLC d/b/a CenturyLink
<b>TEXAS</b>
Central Telephone Company of Texas, Inc. d/b/a CenturyLink
United Telephone Company of Texas, Inc. d/b/a CenturyLink
<b>UTAH</b>
Qwest Corporation d/b/a CenturyLink QC
<b>VIRGINIA</b>
Central Telephone Company of Virginia d/b/a CenturyLink
United Telephone Southeast LLC d/b/a CenturyLink
<b>WASHINGTON</b>
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the Northwest d/b/a CenturyLink
<b>WISCONSIN</b>
Qwest Corporation d/b/a CenturyLink QC
<b>WYOMING</b>
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the West d/b/a CenturyLink of the West



## CenturyLink™ Wholesale Local Voice (WLV) Rates - Utah

						USOC	Recurring	Non-	Notes
<b>109.2.1</b>	<b>Analog Loops</b>								
	<b>109.2.1.1</b>	<b>2-Wire Voice Grade Loop</b>							
		109.2.1.1.1	Urban			U5R/U5RAX	\$15.29		
		109.2.1.1.2	Suburban			U5R/U5RAX	\$16.36		
		109.2.1.1.3	Rural			U5R/U5RAX	\$25.18		
	<b>109.2.1.3</b>	<b>4-Wire Voice Grade Loop</b>							
		109.2.1.3.1	Urban			THHCX	\$18.52		
		109.2.1.3.2	Suburban			THHCX	\$19.98		
		109.2.1.3.3	Rural			THHCX	\$32.00		
<b>109.2.4</b>	<b>Loop Installation Charges for 2 &amp; 4-Wire Analog Loops</b>								
	<b>109.2.4.1</b>	<b>Basic Installation</b>							
		109.2.4.1.1	First						
			109.2.4.1.1.1	Installation		1CRUL		\$29.10	
			109.2.4.1.1.2	Disconnect		NKCMR		\$18.56	
		109.2.4.1.2	Each Additional						
			109.2.4.1.2.1	Installation		1CRUM		\$25.75	
			109.2.4.1.2.2	Disconnect		NKCMS		\$15.63	
	<b>109.2.4.2</b>	<b>Basic Installation with Performance Testing</b>							
		109.2.4.2.1	First						
			109.2.4.2.1.1	Installation		1CRUB		\$85.34	
			109.2.4.2.1.2	Disconnect		NKCM1		\$18.56	
		109.2.4.2.2	Each Additional						
			109.2.4.2.2.1	Installation		1CRUC		\$59.17	
			109.2.4.2.2.2	Disconnect		NKCM2		\$15.63	
	<b>109.2.4.3</b>	<b>Coordinated Installation with Cooperative Testing / Project Coordinated Installation</b>							
		109.2.4.3.1	First						
			109.2.4.3.1.1	Installation		1CRUT		\$107.27	
			109.2.4.3.1.2	Disconnect		NKCMV		\$18.56	
		109.2.4.3.2	Each Additional						
			109.2.4.3.2.1	Installation		1CRUU		\$59.17	
			109.2.4.3.2.2	Disconnect		NKCMW		\$15.63	
	<b>109.2.4.4</b>	<b>Coordinated Installation without Cooperative Testing / Project Coordinated Installation</b>							
		109.2.4.4.1	First						
			109.2.4.4.1.1	Installation		1CRUF		\$32.99	
			109.2.4.4.1.2	Disconnect		NKCM5		\$18.56	
		109.2.4.4.2	Each Additional						
			109.2.4.4.2.1	Installation		1CRUG		\$29.64	
			109.2.4.4.2.2	Disconnect		NKCM6		\$15.63	
	<b>109.2.4.5</b>	<b>Basic Installation with Cooperative Testing</b>							
		109.2.4.5.1	First						
			109.2.4.5.1.1	Installation		1CRU2		\$85.34	
			109.2.4.5.1.2	Disconnect		NKCM7		\$18.56	
		109.2.4.5.2	Each Additional						
			109.2.4.5.2.1	Installation		1CRU3		\$59.17	
			109.2.4.5.2.2	Disconnect		NKCM8		\$15.63	

<b>109.8</b>	<b>Shared Transport Purchased</b>								
	<b>109.8.1</b>	Residential, Business, and PAL (Per MOU)						\$0.0010390	
	<b>109.8.2</b>	Centrex, ISDN BRI, and PBX Analog Trunks (Per line/trunk)			UGUST			\$0.33	
<b>109.11</b>	<b>Local Switching Purchased</b>								
	<b>109.11.1</b>	<b>Ports, Basic Plan</b>							
		109.11.1.1	Analog Port					\$8.49	
		109.11.1.2	Residential end user credit			LAWUR		(\$2.65)	1
		109.11.1.3	Effective Residential Analog Port					\$5.84	1
		109.11.1.4	Digital Port (Supporting BRI ISDN)					\$16.36	
		109.11.1.5	PBX DID Port					\$7.91	
	<b>109.11.7</b>	<b>Local Switch Usage</b>							
		109.11.7.1	Residential, Business, and PAL (Per MOU)					\$0.00	
		109.11.7.2	Centrex, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)			UGUFM		\$0.00	
	<b>109.11.8</b>	<b>Switch Features</b>							
		109.11.8.1	Account Codes - per System			AZ8PS		\$75.00	
		109.11.8.2	Attendant Access Line - per Station Line			DZR		\$10.00	
		109.11.8.3	Audible Message Waiting			MGN, MWW		\$11.00	
		109.11.8.4	Authorization Codes - per System			AFYPS		\$85.00	
		109.11.8.5	Automatic Line			ETVPB		\$6.00	
		109.11.8.6	Automatic Route Selection - Common Equipment., per System			F5GPG		\$2200.00	
		109.11.8.7	Call Drop			NA-FID		\$5.00	
		109.11.8.8	Call Exclusion - Automatic			NXB (ISDN)		\$5.00	
		109.11.8.9	Call Exclusion - Manual			NA-FID (ISDN)		\$5.00	
		109.11.8.10	Call Forwarding Busy Line - Incoming Only			69B1X		\$5.00	
		109.11.8.11	Call Forwarding Don't Answer / Call Forwarding B			FSW		\$10.00	
		109.11.8.12	Call Forwarding Don't Answer Incoming Only			69A		\$5.00	
		109.11.8.13	Call Forwarding: Busy Line / Don't Answer (Expar			FVJ, FVJHG		\$5.00	
		109.11.8.14	Call Forwarding: Busy Line / Don't Answer Progra			SEPFA		\$50.00	
		109.11.8.15	Call Forwarding: Don't Answer			69H, EVD, EVDHG		\$5.00	
		109.11.8.16	Call Waiting Indication, per Timing State			WUT		\$25.00	
		109.11.8.17	Centrex Common Equipment			HYE, HYS		\$160.00	
		109.11.8.18	CLASS - Call Trace, per Occurrence			NO USOC		\$1.78	
		109.11.8.19	CLASS - Continuous Redial			NSS		\$10.00	
		109.11.8.20	CLASS - Last Call Return			NSQ		\$10.00	
		109.11.8.21	CLASS - Priority Calling			NSK		\$10.00	
		109.11.8.22	CLASS - Selective Call Forwarding			NCE		\$10.00	
		109.11.8.23	CLASS - Selective Call Rejection			NSY		\$10.00	
		109.11.8.24	CMS - Packet Control Capability, per System			PTGPS		\$1500.00	
		109.11.8.25	CMS - System Establishment - Initial Installation			MB5XX		\$800.00	
		109.11.8.26	CMS - System Establishment - Subsequent Instal			CPVWO		\$500.00	
		109.11.8.27	Conference Calling - Meet Me			MJJPK		\$5.00	
		109.11.8.28	Conference Calling - Preset			MO9PK		\$5.00	
		109.11.8.29	Direct Station Selected / Busy Lamp Field per Arrangement			BUD		\$6.00	
		109.11.8.30	Directed Call Pickup with Barge-in			6MD		\$5.00	
		109.11.8.31	Directed Call Pickup without Barge-in			69D		\$5.00	



			109.20.2.1.2	First Increment	MVWOX		**
			109.20.2.1.2	Each Additional Increment	MVW2X		**
			109.20.2.1.3	Premium			
			109.20.2.1.3	First Increment	MVWPX		**
			109.20.2.1.3	Each Additional Increment	MVW3X		**
		109.20.2.2	Optional Testing (Additional Labor)				
			109.20.2.2.1	Basic, First and Each Additional Increment	OTNBX		**
			109.20.2.2.2	Overtime, First and Each Additional Increment	OTNOX		**
			109.20.2.2.3	Premium, First and Each Additional Increment	OTNPX		**
		109.20.2.3	Dispatch (Additional Dispatch - No trouble found)		VT6DC		**
		109.20.2.4	Dispatch for Maintenance of Service - No Trouble Found		VT6DM		**
		109.20.2.5	Network Premises Work Charge				
			109.20.2.5.1	Basic			
				109.20.2.5.1	First Increment	HRH11	**
				109.20.2.5.1	Each Additional Increment	HRHA1	**
			109.20.2.5.2	Overtime			
				109.20.2.5.2	First Increment	HRH12	**
				109.20.2.5.2	Each Additional Increment	HRHA2	**
			109.20.2.5.3	Premium			
				109.20.2.5.3	First Increment	HRH13	**
				109.20.2.5.3	Each Additional Increment	HRHA3	**
	<b>109.20.3</b>	<b>Design and Non-Design</b>					
		109.20.3.1	Trip Charge - Premises Visit Charge		NRTCY		**
		109.20.3.2	Premises Work Charge				
			109.20.3.2.1	Basic			
				109.20.3.2.1	First Increment	HRD11	**
				109.20.3.2.1	Each Additional Increment	HRDA1	**
			109.20.3.2.2	Overtime			
				109.20.3.2.2	First Increment	HRD12	**
				109.20.3.2.2	Each Additional Increment	HRDA2	**
			109.20.3.2.3	Premium			
				109.20.3.2.3	First Increment	HRD13	**

				109.20.3.2.3	Each Additional Increment	HRDA3		**
		109.20.3.3	Date Change			VT6DC		**
		109.20.3.4	Design Change			H28		**
		109.20.3.5	Expedite Charge, Per day advanced			EODDB		**
		109.20.3.6	Cancellation Charge			No USOC		ICB
<b>109.23</b>	<b>Installation and Conversion Nonrecurring Charges (NRCs)</b>							
	<b>109.23.1</b>	<b>Conversion Nonrecurring Charges</b>						
	109.23.1.1	<b>Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential</b>						
		109.23.1.1.1	First Line (Mechanized)			URCCU		\$1.50
		109.23.1.1.2	Each Additional Line (Mechanized)			URCCY		\$0.50
		109.23.1.1.3	First Line (Manual)			URCCV		\$15.00
		109.23.1.1.4	Each Additional Line (Manual)			URCCZ		\$3.00
	109.23.1.2	<b>PBX DID Trunks</b>						
		109.23.1.2.1	First Trunk			URCCD		\$5.89
		109.23.1.2.2	Each Additional					\$0.97
	109.23.1.3	<b>ISDN BRI</b>						
		109.23.1.3.1	First			URCCU		\$4.34
		109.23.1.3.2	Each Additional					\$0.97
	<b>109.23.2</b>	<b>Installation Nonrecurring Charges</b>						
	109.23.2.1	<b>Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential</b>						
		109.23.2.1.1	First Line (Mechanized)			NHCRA		\$25.00
		109.23.2.1.2	Each Additional Line (Mechanized)			NHCRC		\$18.00
		109.23.2.1.3	First Line (Manual)			NHCRB		\$75.00
		109.23.2.1.4	Each Additional Line (Manual)			NHCRD		\$20.00
	109.23.2.2	<b>Analog DID PBX Trunks</b>						
								\$183.35
	109.23.2.3	<b>ISDN-BRI</b>						
								\$249.92
	<b>109.23.3</b>	<b>CenturyLink AIN Features</b>						See Applicable
	<b>109.23.4</b>	<b>CenturyLink Voice Messaging Services</b>						See Applicable
<b>112</b>	<b>Operational Support Systems</b>							
	<b>112.1</b>	Developments and Enhancements, per Local Service Request						All charges and increments equal the comparable charges
	<b>112.2</b>	Ongoing Operations, per Local Service Request						
	<b>112.3</b>	Daily Usage Records File, per Record						
<b>Notes</b>								
*	Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, CenturyLink reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard notification process.							
**	See Applicable CenturyLink Retail Tariff, Catalog or Price List for all charges and increments.							
1	Business and Residential services utilize the same Class of Service and line Universal Service Order codes							

	(USOCs). Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.	
3	Reserved for future use.	
4	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 or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.	
5	ISDN BRI and PBX are "Design". Remaining services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in CenturyLink Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying CenturyLink Retail Tariffs, Catalogs, or Price Lists.	

**SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS**

**APPLICABLE STATES:**

CenturyLink agrees to offer, and Customer intends to purchase Wholesale Analog Loop (“WAL”) in the states marked with an “X” as indicated below.

State
Alabama __ CT
Arkansas __ CT
Arizona __ Q
Colorado __ CT __ Q
Florida __ EQ
Georgia __ CT
Idaho __ CT __ Q
Illinois __ CT
Indiana __ CT __ EQ
Iowa __ CT __ Q
Kansas __ EQ
Louisiana __ CT
Michigan __ CT
Minnesota __ CT __ EQ __ Q
Mississippi __ CT
Missouri __ CT __ EQ
Montana __ CT __ Q
Nebraska __ EQ __ Q

Nevada __ CT __ EQ
New Jersey __ EQ
New Mexico __ CT __ Q
North Carolina __ CT __ EQ
North Dakota __ Q
Ohio __ CT __ EQ
Oklahoma __ CT
Oregon __ CT __ EQ __ Q
Pennsylvania __ EQ
South Carolina __ EQ
South Dakota __ Q
Tennessee __ CT __ EQ
Texas __ CT __ EQ
Utah <u>X</u> Q
Virginia __ EQ
Washington __ CT __ EQ __ Q
Wisconsin __ CT
Wyoming __ CT __ EQ __ Q

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS

**Applicability.** This Service Schedule (including Attachment 1 and Attachment 2, attached and incorporated into this Schedule) is applicable only when Customer orders Wholesale Analog Loop and related offerings Services (“Service”) and incorporates the terms of the Forbearance Master Services Agreement under which CenturyLink or a CenturyLink affiliate provides services to Customer (the “Agreement”). CenturyLink may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement or Order. Services may only be procured from the entities listed in Exhibit 1.

1. **Definitions.** Capitalized terms used herein are defined in Attachment 1.

2. **Network Security. Customer Information.**

2.1 **Network Security**

2.1.1 Each party will exercise the same degree of care to prevent harm or damage to the other party and any third parties, its employees, agents or End Users, or their property as it employs to protect its own employees, agents, End Users and property, but in no case less than a commercially reasonable degree of care.

2.1.2 Each party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions for any and all use of the Services by End Users. Specifically, no employee, agent or representative will monitor any circuits except as required to repair or provide Service of any End User at any time. Nor will an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Customer is responsible for covering its employees on such security requirements and penalties.

2.1.3 The parties' networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The parties are responsible for their employees with respect to such security requirements and penalties.

2.1.4 CenturyLink is not liable for any losses, damages or other claims, including, but not limited to, uncollectible or unbillable revenues, resulting from accidental, erroneous, malicious, fraudulent or otherwise unauthorized use of Services or facilities (“Unauthorized Use”), whether or not such Unauthorized Use could have been reasonably prevented by CenturyLink, except to the extent CenturyLink has been notified in advance by Customer of the existence of such Unauthorized Use, and fails to take commercially reasonable steps to assist in stopping or preventing such activity or such activity is the result of CenturyLink's willful misconduct.

2.2 **Customer Information.** Customer will work with CenturyLink in good faith to promptly complete or update required new customer information about Customer as applicable, (e.g., CenturyLink's “Commercial Customer Questionnaire”) to the extent that Customer has not already done so, and Customer will hold CenturyLink harmless for any damages to or claims from Customer caused by Customer's failure to promptly complete or update such questionnaire.

3.0 **End User Notices.** If CenturyLink terminates Service to Customer for any of the reasons delineated in this Agreement, Customer will provide any and all notices required under applicable law to its End Users. In no event will CenturyLink be responsible to provide any notice of a termination of this Agreement to Customer's End Users.



# SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS

## ATTACHMENT 1- DEFINITIONS

“Access Services” refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

“Act” means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended.

“Advanced Services” refers to high speed, switched, broadband, wireline Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology.

“Bridged Tap” means the unused sections of a twisted pair subtending the Loop between the End User and the Serving Wire Center or extending beyond the End User’s location.

“Carrier” or “Common Carrier” See Telecommunications Carrier.

“Central Office” means a building or a space within a building where transmission facilities or circuits are connected or switched.

“Commercial Mobile Radio Service” or “CMRS” is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

“Commingling” means the connecting, attaching, or otherwise linking of a WAL, or a WAL Combination, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from CenturyLink, or the combination of a WAL, or a WAL Combination, with one or more such facilities or services.

“Commingle” means the act of Commingling.

“Current Service Provider” means the party from which an End User is planning to switch its local Exchange Service or the party from which an End User is planning to port its telephone number(s).

“Customer” means the Person purchasing a Telecommunications Service or an information service or both from a Carrier.

“Demarcation Point” is defined as the point at which the LEC ceases to own or control Customer Premises wiring including without limitation inside wiring.

“Due Date” means the specific date on which the requested service is to be available to Customer or to Customer’s End User, as applicable.

“Electronic Bonding” is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

“End User” means a third-party retail Customer that subscribes to a Telecommunications Service or information service provided by either of the Parties or by another Carrier or by two or more Carriers.

“FCC” means the Federal Communications Commission.

“Interexchange Carrier” or “IXC” means a Carrier that provides InterLATA or IntraLATA Toll services.

“Interoperability” means the ability of a CenturyLink OSS Function to process seamlessly (i.e., without any manual intervention) business transactions with Customer’s OSS application, and vice versa, by means of secure exchange of transaction data models that use data fields and usage rules that can be received and processed by the other party to achieve the intended OSS Function and related response. (See also Electronic Bonding.)

“Local Service Request” or “LSR” means the industry standard forms and supporting documentation used for ordering local services.

“Loop” or “Unbundled Loop” is defined as a transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Loop Demarcation Point at an End User’s Premises

“Miscellaneous Charges” mean charges that CenturyLink may assess in addition to recurring and nonrecurring rates set forth in the Rate Sheet, for activities Customer requests CenturyLink to perform, activities Customer authorizes, or charges that are a result of Customer’s actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in CenturyLink’s recurring or nonrecurring rates. Miscellaneous Charges are contained in or referenced in the Rate Sheet or the applicable Tariff.

“Network Element” is a facility or equipment used in the provision of Telecommunications Service or an information service or both. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service or an information service or both, as is more fully described in this Agreement.

“Network Interface Device” or “NID” is a Network Element (including all of its features, functions and capabilities) that includes any means of Interconnection of End User premises wiring to CenturyLink’s distribution plant, such as a cross connect device used for that purpose.

“Operational Support Systems” or “OSS” mean pre-ordering, Provisioning, maintenance, repair and billing systems.

“Optional Testing” is testing conducted by CenturyLink, at the request of Customer, that is in lieu of testing Customer should complete to isolate trouble to the CenturyLink network prior to submitting a trouble ticket to CenturyLink.

“Person” is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

“Premises” refers to CenturyLink’s Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by CenturyLink that house its network facilities; all structures that house CenturyLink facilities on public rights-of-way, including but not limited to vaults containing Loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by CenturyLink that is adjacent to these Central Offices, Wire Centers, buildings and structures.

“Provisioning” involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

“Public Switched Network” includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the North American Numbering Plan in connection with the provision of switched services.

“Serving Wire Center” denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer Premises.

“Switch” means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS

"Tariff" as used throughout this Agreement refers to CenturyLink interstate tariffs and state tariffs, price lists, catalogs and price schedules.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier is treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the FCC determines whether the provision of fixed and mobile satellite service is treated as common carriage.

"Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of basic exchange Telecommunications Services and Access Services, are located.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act or elsewhere in this Agreement, has the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

# SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS

## ATTACHMENT 2

### 1.0 General Rules

1.0.1 Wholesale Analog Loop (“WAL”) will only be obtained for the provision of Telecommunications Services, which do not include telecommunications utilized by Customer for its own administrative use.

1.0.2 Customer may not access WAL for the exclusive provision of Mobile Wireless Services or Interexchange Services.

1.0.3 If Customer accesses and uses a WAL consistently with Section 1.1, Customer may provide any Telecommunications Services over the same WAL.

1.0.4 Customer may Commingle WAL and combinations of WAL with wholesale services and facilities (e.g., switched and special access services offered pursuant to Tariff), and request CenturyLink to perform the necessary functions to provision such Commingling. Customer will be required to provide the CFA (“Connecting Facility Assignment”) of Customer’s network demarcation (e.g., Collocation or multiplexing facilities) for each WAL, or wholesale service when requesting CenturyLink to perform the Commingling of such services. CenturyLink will not deny access to a WAL on the grounds that the WAL or WAL Combination shares part of CenturyLink’s network with access services.

1.0.4.1 When a WAL and other service are Commingled, the service interval for each facility being Commingled will apply only as long as a unique provisioning process is not required for the WAL or service due to the Commingling. Performance measurements and/or remedies do not apply to the total Commingled arrangement but do apply to each facility or service ordered within the Commingled arrangement. Work performed by CenturyLink to provide Commingled services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Schedule or elsewhere, by virtue of that service’s inclusion in a requested Commingled service arrangement. Provisioning intervals applicable to services included within a requested Commingled service arrangement will not begin to run until Customer provides a complete and accurate service request, necessary CFAs to CenturyLink, and CenturyLink completes work required to perform the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

1.0.4.2 CenturyLink will not combine or Commingle services or Network Elements that are offered by CenturyLink solely pursuant to Section 271 of the Communications Act of 1934, as amended, with WAL or combinations of WAL.

1.0.4.3 Services are available for Commingling only in the way they are provided in CenturyLink’s applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

1.0.4.3.1 Entrance Facilities and mid-span meet Signaling Point of Interconnection (“SPOI”) are not available for Commingling.

1.1 For the period of time CenturyLink provides access to Customer to a WAL, Customer will have exclusive use of the Network Element.

1.1.1 If facilities are not available, CenturyLink is not obligated to build WAL, but it may consider Customer’s written request to build WAL at CenturyLink’s sole discretion.

1.1.1.1 Upon receipt of an LSR, CenturyLink will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, Customer will not receive an additional Firm Order Confirmation (“FOC”), and the order Due Date will not be changed.

1.1.1.2 If cable capacity is available, CenturyLink will complete incremental facility work (i.e., conditioning, place a drop, add a NID, and other routine network modifications as described below) in order to complete facilities to the End User’s Premises.

1.1.1.2.1 CenturyLink will make all routine network modifications to a WAL and transport facilities used by Customer where the requested WAL or transport facility has already been constructed. CenturyLink will perform these routine network modifications to WAL or transport facilities in a non-discriminatory fashion, without regard to whether the WAL or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any Carrier.

1.1.1.3 During the normal assignment process, if no available facilities are identified for the WAL requested, CenturyLink will send Customer a rejection notice canceling the LSR.

1.2 CenturyLink will provide a connection between WAL and a Demarcation Point. Such connection is an Interconnection Tie Pair (“ITP”). An ITP is required for each WAL or ancillary service delivered to Customer. The ITP provides the connection between WAL and the Interconnection Distribution Frame (“ICDF”) or other Central Office Demarcation Point. The ITP is ordered in conjunction with a WAL. The charges for the ITP are contained in Rate Sheet(s). The ITP may be ordered per termination. The Demarcation Point will be:

- a) at Customer-provided Cross Connection equipment located in Customer’s Virtual or Physical Collocation Space as those terms are defined in the Tariff and Product Catalog (“PCAT”), which is located on the CenturyLink web site; or
- b) if Customer elects to use ICDF Collocation, at the ICDF; or
- c) if Customer elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- d) if Customer elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or
- e) at another Central Office Demarcation Point mutually agreed to by the parties.

1.3 Charges, if any, for testing pursuant to this paragraph are contained in the Rate Sheet for this Schedule. When elements are provisioned by CenturyLink on an individual element basis or in combination:

- a) CenturyLink will perform testing necessary or reasonably requested by Customer to determine the WAL or combination is capable

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS

of meeting the technical parameters established.

b) CenturyLink will repair and maintain such element or combination to ensure that WAL continues to meet the technical parameters. Customer is responsible for the end-to-end transmission and circuit functionality testing for WAL Combinations created by Customer.

c) CenturyLink will cooperate with Customer in any testing CenturyLink agrees is necessary or reasonably requested by Customer to assist in determining end-to-end transmission and circuit functionality of such WAL or combination.

1.4 Installation intervals for WAL are contained in the Service Interval Guide on CenturyLink’s Wholesale website (“SIG”) for QC and are available upon request from the other Local Exchange Carriers..

1.5 Maintenance and repair is described herein. The repair center contact telephone numbers are provided in the PCAT.

1.6 In order to maintain and modernize the network properly, CenturyLink may make necessary modifications and changes to the WAL in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in WAL transmission parameters that are within transmission limits of the WAL ordered by Customer. Changes that affect network Interoperability (changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation) require advance notice pursuant to the Notices Section of the Agreement.

1.7 Recurring and nonrecurring charges apply for WAL, as provided under "Rate Elements" subsections of Section 2.1.

1.8 Miscellaneous Charges apply for miscellaneous services listed below in this Section if such miscellaneous services are available with WAL as provided under "Rate Elements" subsections of this Section 2.1. When more than one miscellaneous service is requested for the same WAL, Miscellaneous Charges for each miscellaneous service apply. Basic rates apply for miscellaneous services provided during CenturyLink’s regular business hours, 8 a.m. to 5 p.m., local time, Monday through Friday, excluding holidays; overtime Miscellaneous Charges apply for such services provided between 5 p.m. and 8 a.m., local time, Monday through Friday, or any time Saturday, excluding holidays; and premium Miscellaneous Charges apply for such services provided any time on Sundays or holidays.

a) Additional engineering – engineering work including: 1) additional technical information after CenturyLink has already provided the technical information normally on the design layout record; 2) customized service; or 3) review of CenturyLink outside plant records. Basic or overtime rates apply.

b) Additional labor – installation – installation work scheduled to be performed outside of CenturyLink’s regular business hours. Overtime or premium rates apply.

c) Additional labor - other - work not included in "additional labor – installation" above that involves labor only, including testing and maintenance that are not part of initially requested installation or maintenance, or, for example, for Optional Testing when Customer reports trouble and provides no test results and authorizes CenturyLink to perform tests on Customer’s behalf. Basic, overtime, or premium rates apply.

d) Additional cooperative acceptance testing – performing specific tests requested by Customer. CenturyLink’s participation in such testing is subject to the availability of necessary qualified CenturyLink personnel and test equipment at test locations, which normally include the CenturyLink Central Office and may include Customer’s specified location. Tests include, but are not limited to, loop back, attenuation, intermodulation, phase jitter, noise, delay, echo, and frequency shift tests. Basic, overtime, or premium rates apply.

e) Non-scheduled testing - performing specific tests requested by Customer as described above under “cooperative testing” or “manual testing” on a non-scheduled basis. Tests include, but are not limited to, loss, noise, slope, delay, and echo. Such tests are performed as the result of a repair request and are in addition to tests required to isolate and repair trouble. Basic, overtime, or premium rates apply.

f) Cancellation – cancellation of a pending order for the installation of services at any time prior to notification by CenturyLink that service is available for use. The cancellation date is the date CenturyLink receives notice from Customer that the order is cancelled. If Customer or Customer’s End User is unable to accept service within 30 days after the original Due Date, the order will be cancelled by CenturyLink. Additional information concerning the application of prices for cancellations can be found in the Rate Sheet(s) and CenturyLink’s Tariff FCC No. 1, Section 5.

g) Design change – information provided by Customer or a request from Customer that results in an engineering review and/or a design change to service on a pending service order, per order, per occurrence. Design changes include, but are not limited to: 1) changes to the address on a pending service order when the new address is in the same CenturyLink Wire Center as the original address; or 2) conversions from a WAL to a private line/special access circuit. In addition to a design change Miscellaneous Charge, an address change may result in the application of an expedite Miscellaneous Charge in order to retain the original Due Date.

h) Dispatch – 1) information provided by Customer, or a request from Customer, in relation to installation of services, resulting in dispatch of a CenturyLink technician(s) when dispatch is not required for CenturyLink to complete its installation work; 2) information provided by Customer resulting in dispatch, or a request from Customer for dispatch, of a CenturyLink technician(s) in relation to a repair request where no trouble is found in CenturyLink’s facilities; and 3) a CenturyLink technician(s) is dispatched and Customer or Customer’s End User is not available or ready.

i) Expedite – a Due Date that reflects a shorter service interval than is available in the SIG; or that is a request for an earlier Due Date than has been established on a pending order; or that is required to meet a Due Date on a pending order due to design or other changes submitted by Customer. CenturyLink will accommodate Customer’s request for an expedited installation if it can do so without delaying Due Dates or orders of other Customers or End Users. Charges for expedited installations are in addition to nonrecurring charges for the service ordered. Prices for this miscellaneous service are specified in the Rate Sheet(s). When expedites are approved, expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Customer will request an expedite for designed WAL, including an expedited Due Date, on the LSR. The request for an expedite will be allowed only when resources are available, and the request meets the criteria outlined in the Pre-Approved Expedite Process in the PCAT.

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS

j) Maintenance of Service/Trouble Isolation – work performed by CenturyLink when Customer reports trouble to CenturyLink and no trouble is found in CenturyLink’s facilities. Customer is responsible for payment of charges when the trouble is in equipment or systems provided by a party(ies) other than CenturyLink. Additionally, when Customer reports trouble within a quantity of services and circuits but fails to identify the specific service and circuit experiencing trouble, charges apply for the time spent by CenturyLink to isolate the trouble. A call-out of CenturyLink technician at a time not consecutive with that technician’s scheduled work period is subject to a minimum charge of four (4) hours. Failure of CenturyLink personnel to find trouble in CenturyLink facilities will result in no charge if the trouble is subsequently found in those facilities. Charges apply per CenturyLink technician, from the time of dispatch until the work is complete. Trouble Isolation Charges (“TIC”) apply for trouble isolation work on POTS and Maintenance of Service charges apply for trouble isolation work on other services. Dispatch Miscellaneous Charges may apply in addition to Maintenance of Service charges or TIC. Basic, overtime, or premium rates apply.

### 2.0 Description

The WAL includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics that are necessary for the full functionality of the loop (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning.

2.0.1 Loop Demarcation Point – For purposes of this Section, Loop Demarcation Point is the point where CenturyLink owned or controlled facilities cease, and Customer, End User, owner or landlord ownership of facilities begins.

2.0.2 CenturyLink will provide Customer, WALs (unbundled from local switching and transport) of substantially the same quality as the Loop that CenturyLink uses to provide service to its own End Users pursuant to the terms of this Schedule and Agreement.

2.0.3 Analog (Voice Grade) Loops. Analog (voice grade) Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, Customer must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

2.0.3.1 If CenturyLink uses Integrated Digital Loop Carrier (“IDLC”) systems to provide the Loop, CenturyLink will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (“LST”), to permit Customer to obtain a contiguous copper Loop. If a LST is not available, CenturyLink may also seek alternatives such as Integrated Network Access, hair pinning, or placement of a Central Office terminal, to permit Customer to obtain an Loop. If no such facilities are available, CenturyLink will make every feasible effort to provision Loops over the IDLC in order to provide the Loop for Customer.

2.0.3.1.1 In areas where CenturyLink has deployed amounts of IDLC that are sufficient to cause reasonable concern about Customer’s ability to provide service through available copper facilities on a broad scale, Customer will have the ability to gain access to CenturyLink information sufficient to provide Customer with a reasonably complete identification of such available copper facilities. CenturyLink will be entitled to mediate access in a manner reasonably related to the need to protect Confidential or proprietary Information. Customer will be responsible for CenturyLink’s incremental costs to provide such information or access mediation.

2.0.3.2 If there are state service quality rules in effect at the time Customer requests a WAL, CenturyLink will provide a WAL that meets the state technical standards. If necessary to meet the state standards, CenturyLink will, at no cost to Customer, remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

2.0.4 Loop Qualification Tools. CenturyLink offers Loop Qualification Tools as described in the Loop Qualification Job Aid. These and any future Loop qualification tools CenturyLink develops will provide Customer access to Loop qualification information in a nondiscriminatory manner and will provide Customer the same Loop qualification information available to CenturyLink.

2.0.4.1 If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if Customer identifies any inaccuracy in the information returned from the Loop qualification tools, and provides CenturyLink with the basis for Customer’s belief that the information is inaccurate, then Customer may request, and CenturyLink will perform a manual search of the company’s records, back office systems and databases where Loop information resides. CenturyLink will provide Customer, via email, the Loop information identified during the manual search within 48 hours of CenturyLink’s receipt of Customer’s request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Terminals or digital loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by digital loop carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the End User, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, CenturyLink will load the information into the Loop Facilities Assignment and Control System database, which will populate this Loop information into the fields in the Loop qualification tools.

2.0.4.2 Upon Customer request, CenturyLink will provide Customer with the results that exist in the trouble ticket database of any mechanized loop test CenturyLink may have previously conducted in the provisioning of the WAL. If the requested information exists, CenturyLink will provide this information to Customer via email within 48 hours of CenturyLink’s receipt of Customer’s request for this information.

2.0.5 Provisioning. Charges for Provisioning vary depending on the type of Loop requested. Rates are contained in the Rate Sheet(s). Testing parameters are described below and in CenturyLink Technical Publication 77384, CenturyLink Interconnection Service – Unbundled Loop.

2.0.5.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, CenturyLink will call Customer to notify Customer that the CenturyLink work has been completed.

2.0.5.1.1 For an existing End User, the Basic Installation option is a “lift and lay” procedure. The Central Office Technician (“COT”) “lifts” the Loop from its current termination and “lays” it on a new termination connecting to Customer. There is no associated circuit testing performed.

2.0.5.1.2 For new End User service, the Basic Installation option involves the COT and Network Technician (NT)

## SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS

completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to Customer.

2.0.6 If there is a conflict between an End User (or its respective agent) and Customer regarding the disconnection or Provisioning of WAL, CenturyLink will advise the End User to contact Customer, and CenturyLink will initiate contact with Customer.

2.0.7 Facilities and lines CenturyLink furnishes on Customer's End User Premises up to and including the LDP are the property of CenturyLink. CenturyLink will have reasonable access to all such facilities for network management purposes. CenturyLink will coordinate entry dates and times with appropriate Customer personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. Customer will not inhibit CenturyLink's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the WAL service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of CenturyLink's property in that facility.

2.0.8 Reuse of Loop Facilities

2.0.8.1 When an End User contacts CenturyLink with a request to convert their local service from Customer to CenturyLink, CenturyLink will notify Customer of the loss of the End User and will disconnect the Loop CenturyLink provided to Customer.

2.0.8.2 When Customer contacts CenturyLink with a request to convert an End User from their Current Service Provider to Customer, Customer is responsible for notifying the Current Service Provider of the conversion. CenturyLink will disconnect the Loop CenturyLink provided the Current Service Provider and, at Customer's request, where technically compatible, will reuse the Loop for the service requested by Customer (e.g., resale service).

2.0.8.3 When Customer contacts CenturyLink with a request to convert an End User from CenturyLink to Customer, at Customer request, CenturyLink will reuse the existing Loop facilities for the service requested by Customer to the extent those facilities are technically compatible with the service to be provided. Upon Customer request, CenturyLink will condition the existing Loop in accordance with the rates set forth in the Rate Sheet(s).

### 2.1 Rate Elements

The recurring and nonrecurring rates for WAL are set forth in the Rate Sheet(s). Recurring charges vary based on Customer selected installation options, conditioning, and extension technology. Rate Sheet(s) also cover(s) Miscellaneous Charges.

### 2.2 Ordering Process

2.2.1 WAL is ordered via an LSR. Ordering processes are contained in the OSS Section of CenturyLink's Wholesale website.

2.2.2 Installation intervals start when CenturyLink receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

2.2.2.1 When Customer places an order for a WAL with CenturyLink that is complete and accurate, CenturyLink will reply to Customer with a Firm Order Confirmation within the time specified in the SIG. The Firm Order Confirmation will contain the Due Date that specifies the date on which CenturyLink will provision the Loop. CenturyLink will implement adequate processes and procedures to assure the accuracy of the commitment date. If CenturyLink must make changes to the commitment date, CenturyLink will promptly issue a jeopardy notification to Customer that will clearly state the reason for the change in commitment date. CenturyLink will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

2.2.3 Installation intervals for WAL apply when CenturyLink has facilities or network capacity available.

2.2.4 When ordering WAL, Customer is responsible for obtaining or providing facilities and equipment that are compatible with the service Customer seeks to provide.

2.2.5 Out of Hours Coordinated Installations

2.2.5.1 For purposes of this Section, CenturyLink's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, excluding holidays. Customer may request an out of hours Coordinated Installation outside of CenturyLink's standard installation hours. Installations requested outside of standard installation hours are considered to be out of hours Installations.

2.2.5.2 To request out of hours Coordinated Installations, Customer will submit an LSR designating the desired appointment time. Customer must specify an out of hours Coordinated Installation in the "remarks" section of the LSR.

2.2.5.3 The date and time for out of hours Coordinated Installations may need to be negotiated between CenturyLink and Customer because of system downtime, Switch upgrades, Switch maintenance, and Switch contention.

### 2.3 Maintenance and Repair

2.3.1 Customer is responsible for its own End User base and will have the responsibility for resolution of any service trouble report(s) from its End Users. Customer will perform trouble isolation on the WAL and any associated ancillary services prior to reporting trouble to CenturyLink. Customer will have access for testing purposes at the NID or Loop Demarcation Point. CenturyLink will work cooperatively with Customer to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of CenturyLink's network. CenturyLink and Customer will report trouble isolation test results to the other. For WAL, each party will be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 2.3.2 and 2.3.3.

2.3.2 When Customer requests that CenturyLink perform trouble isolation with Customer, a Maintenance of Service charge applies if the trouble is found to be on Customer's side or on the End User's side of the Loop Demarcation Point. If the trouble is on the End User's side of the Loop Demarcation Point, Customer is required to perform its own maintenance.

## **SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS**

2.3.3 Before submitting a repair request to CenturyLink, Customer will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request. If a trouble ticket with test results is accepted by CenturyLink, and CenturyLink determines that the trouble is on Customer’s or the End User’s side of the Loop Demarcation Point, a Maintenance of Service charge applies. If Customer elects not to perform trouble isolation and CenturyLink performs tests on the WAL at Customer’s request, a Maintenance of Service charge applies.

2.4.4 CenturyLink will maintain detailed records of trouble reports of Customer-ordered WAL, comparing Customer provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. CenturyLink will conduct a quarterly root cause analysis of problems associated with Loops provided to Customer by CenturyLink. Based on this analysis, CenturyLink will take corrective measure to fix persistent and recurrent problems, reporting to Customer on the analysis and the process changes that are instituted implemented to fix the problems.

2.4.5 CenturyLink will allow access to the NID (if available) for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that CenturyLink chooses not to allow such access, it will waive any trouble isolation charges that may otherwise be applicable.

**SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS**

**Exhibit 1  
Legacy CenturyLink Legal Entity List**

<b>ENTITY LIST (By State)</b>
<b>ALABAMA</b>
CenturyTel of Alabama, LLC d/b/a CenturyLink
<b>ARIZONA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>ARKANSAS</b>
CenturyLink of Louisiana, LLC
CenturyTel of Arkansas, Inc. d/b/a CenturyLink
CenturyTel of Central Arkansas, LLC d/b/a CenturyLink
CenturyTel of Missouri, LLC d/b/a CenturyLink
CenturyTel of Mountain Home, Inc. d/b/a CenturyLink
CenturyTel of Northwest Arkansas, LLC d/b/a CenturyLink
CenturyTel of Redfield, Inc. d/b/a CenturyLink
CenturyTel of South Arkansas, Inc. d/b/a CenturyLink
<b>COLORADO</b>
CenturyTel of Colorado, Inc. d/b/a CenturyLink
CenturyTel of Eagle, Inc. d/b/a CenturyLink (Also provides 8 access lines into Utah from a central office in Colorado)
El Paso County Telephone Company d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>FLORIDA</b>
Embarq Florida, Inc. d/b/a CenturyLink
<b>GEORGIA</b>
Coastal Utilities, Inc. d/b/a CenturyLink
<b>IDAHO</b>
CenturyTel of the Gem State, Inc. d/b/a CenturyLink
CenturyTel of Idaho, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>ILLINOIS</b>
Gallatin River Communications L.L.C. d/b/a CenturyLink GRC
<b>INDIANA</b>
CenturyTel of Central Indiana, Inc. d/b/a CenturyLink
CenturyTel of Odon, Inc. d/b/a CenturyLink
United Telephone Company of Indiana, Inc. d/b/a CenturyLink
<b>IOWA</b>
CenturyTel of Chester, Inc. d/b/a CenturyLink
CenturyTel of Postville, Inc. d/b/a CenturyLink
Embarq Missouri, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>KANSAS</b>
Embarq Missouri, Inc. d/b/a CenturyLink
United Telephone Company of Eastern Kansas d/b/a CenturyLink
United Telephone Company of Kansas d/b/a CenturyLink
United Telephone Company of Southcentral Kansas d/b/a CenturyLink
<b>LOUISIANA</b>
CenturyLink of Louisiana, LLC
CenturyTel of South Arkansas, Inc. d/b/a CenturyLink
<b>MICHIGAN</b>
CenturyTel Midwest – Michigan, Inc. d/b/a CenturyLink
CenturyTel of Michigan, Inc. d/b/a CenturyLink
CenturyTel of Northern Michigan, Inc. d/b/a CenturyLink
CenturyTel of Upper Michigan, Inc. d/b/a CenturyLink



**SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS**

<b>ENTITY LIST (By State)</b>
<b>MINNESOTA</b>
CenturyTel of Chester, Inc. d/b/a CenturyLink
CenturyTel of Minnesota, Inc. d/b/a CenturyLink
CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink
Embarq Minnesota, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>MISSISSIPPI</b>
CenturyTel of Adamsville, Inc. d/b/a CenturyLink
CenturyTel of North Mississippi, Inc. d/b/a CenturyLink
<b>MISSOURI</b>
CenturyTel of Missouri, LLC d/b/a CenturyLink
CenturyTel of Northwest Arkansas, LLC d/b/a CenturyLink
Embarq Missouri, Inc. d/b/a CenturyLink
Spectra Communications Group, LLC d/b/a CenturyLink
<b>MONTANA</b>
CenturyTel of Montana, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
<b>NEBRASKA</b>
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the West d/b/a CenturyLink
<b>NEVADA</b>
Central Telephone Company d/b/a CenturyLink
CenturyTel of the Gem State, Inc. d/b/a CenturyLink
<b>NEW JERSEY</b>
United Telephone Company of New Jersey, Inc. d/b/a CenturyLink
<b>NEW MEXICO</b>
CenturyTel of the Southwest, Inc.
Qwest Corporation
<b>NORTH CAROLINA</b>
Carolina Telephone & Telegraph Company LLC d/b/a CenturyLink
Central Telephone Company d/b/a CenturyLink
Mehtel, Inc. d/b/a CenturyLink
<b>NORTH DAKOTA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>OHIO</b>
CenturyTel of Ohio, Inc. d/b/a CenturyLink
United Telephone Company of Indiana, Inc. d/b/a CenturyLink
United Telephone Company of Ohio d/b/a CenturyLink
<b>OKLAHOMA</b>
CenturyTel of Northwest Arkansas, LLC d/b/a CenturyLink
<b>OREGON</b>
CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink
CenturyTel of Oregon, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the Northwest d/b/a CenturyLink
<b>PENNSYLVANIA</b>
The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink

**SERVICE SCHEDULE FOR CENTURYLINK™ WHOLESALE ANALOG LOOP (“WAL”) AND RELATED OFFERINGS**

<b>ENTITY LIST (By State)</b>
<b>SOUTH CAROLINA</b>
United Telephone Company of the Carolinas LLC d/b/a CenturyLink
<b>SOUTH DAKOTA</b>
Qwest Corporation d/b/a CenturyLink QC
<b>TENNESSEE</b>
CenturyTel of Adamsville, Inc. d/b/a CenturyLink Adamsville
CenturyTel of Claiborne, Inc. d/b/a CenturyLink Claiborne
CenturyTel of Ooltewah-Collegedale, Inc. d/b/a CenturyLink Ooltewah-Collegedale
United Telephone Southeast LLC d/b/a CenturyLink
<b>TEXAS</b>
Central Telephone Company of Texas d/b/a CenturyLink
CenturyLink of Louisiana LLC (f/k/a CenturyTel of Northwest Louisiana, Inc. d/b/a CenturyLink)
CenturyTel of Lake Dallas, Inc. d/b/a CenturyLink
CenturyTel of Port Aransas, Inc. d/b/a CenturyLink
CenturyTel of San Marcos, Inc. d/b/a CenturyLink
United Telephone Company of Texas, Inc. d/b/a CenturyLink
<b>UTAH</b>
Qwest Corporation d/b/a CenturyLink QC
<b>VIRGINIA</b>
Central Telephone Company of Virginia d/b/a CenturyLink
United Telephone Southeast LLC d/b/a CenturyLink
<b>WASHINGTON</b>
CenturyTel of Cowiche, Inc. d/b/a CenturyLink
CenturyTel of Inter Island, Inc. d/b/a CenturyLink
CenturyTel of Washington, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the Northwest d/b/a CenturyLink
<b>WISCONSIN</b>
CenturyTel of Central Wisconsin, LLC d/b/a CenturyLink
CenturyTel of Fairwater-Brandon-Alto, LLC d/b/a CenturyLink
CenturyTel of Forestville, LLC d/b/a CenturyLink
CenturyTel of Larsen-Readfield, LLC d/b/a CenturyLink
CenturyTel of the Midwest-Kendall, LLC d/b/a CenturyLink
CenturyTel of the Midwest-Wisconsin, LLC d/b/a CenturyLink
CenturyTel of Monroe County, LLC d/b/a CenturyLink
CenturyTel of Northern Wisconsin, LLC d/b/a CenturyLink
CenturyTel of Northwest Wisconsin, LLC d/b/a CenturyLink
CenturyTel of Southern Wisconsin, LLC d/b/a CenturyLink
CenturyTel of Wisconsin, LLC d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
Telephone USA of Wisconsin, LLC d/b/a CenturyLink
<b>WYOMING</b>
CenturyTel of Wyoming, Inc. d/b/a CenturyLink
Qwest Corporation d/b/a CenturyLink QC
United Telephone Company of the West d/b/a CenturyLink of the West

## Qwest - Analog UNE Loop Rates - Utah

				Recurring	Non- Recurring	
<b>9.0</b>	<b>Unbundled Network Elements (UNEs)</b>					
	<b>9.1</b>	<b>Interconnection Tie Pairs (ITP), per Termination</b>				
	9.1.1	DS0			\$0.36	
	<b>9.2</b>	<b>Unbundled Loops</b>				
	9.2.1	Analog Loops				See 9.2.4
		9.2.1.1	2-Wire Voice Grade Loop			
			9.2.1.1.1	Urban	\$11.33	
			9.2.1.1.2	Suburban	\$12.22	
			9.2.1.1.3	Rural	\$19.57	
		9.2.1.2	Intentionally Left Blank			
		9.2.1.3	4-Wire Voice Grade Loop			
			9.2.1.3.1	Urban	\$18.52	
			9.2.1.3.2	Suburban	\$19.98	
			9.2.1.3.3	Rural	\$32.00	
	9.2.2	Nonloaded Loops				See 9.2.4
		9.2.2.1	2-Wire Nonloaded Loop			
			9.2.2.1.1	Urban	\$11.33	
			9.2.2.1.2	Suburban	\$12.22	
			9.2.2.1.3	Rural	\$19.57	
		9.2.2.2	Intentionally Left Blank			
		9.2.2.3	4-Wire Nonloaded Loop			
			9.2.2.3.1	Urban	\$18.52	
			9.2.2.3.2	Suburban	\$19.98	
			9.2.2.3.3	Rural	\$32.00	
		9.2.2.4	Cable Unloading / Bridge Tap Removal			\$7.16
		9.2.2.5	Loop Grooming, per Loop Groomed		\$2.00	
	9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Nonloaded Capable Loops				
		9.2.4.1	Basic Installation			
			9.2.4.1.1	First		
				9.2.4.1.1.1	Installation	\$29.10
				9.2.4.1.1.2	Disconnect	\$18.56
			9.2.4.1.2	Each Additional		
				9.2.4.1.2.1	Installation	\$25.75
				9.2.4.1.2.2	Disconnect	\$15.63
		9.2.4.2	Basic Installation with Performance Testing			
			9.2.4.2.1	First		
				9.2.4.2.1.1	Installation	\$85.34
				9.2.4.2.1.2	Disconnect	\$18.56
			9.2.4.2.2	Each Additional		
				9.2.4.2.2.1	Installation	\$59.17
				9.2.4.2.2.2	Disconnect	\$15.63
		9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation			
			9.2.4.3.1	First		
				9.2.4.3.1.1	Installation	\$107.27
				9.2.4.3.1.2	Disconnect	\$18.56
			9.2.4.3.2	Each Additional		



	9.20.17	Intentionally Left Blank				
	<b>9.25</b>	<b>Loop Mux Combination (LMC)</b>				
	9.25.1	Loop Mux, DS0 2-Wire, Analog				
		9.25.1.1	LMC 2-Wire Loop Installation			
			9.25.1.1.1	First		\$243.24
			9.25.1.1.2	Each Additional		\$158.74
		9.25.1.2	2-Wire Analog Loop (see rates in 9.2.1.1)			
			9.25.1.2.1	Urban	\$11.33	
			9.25.1.2.2	Suburban	\$12.22	
			9.25.1.2.3	Rural	\$19.57	
	9.25.2	Loop Mux, DS0 4-Wire, Analog				
		9.25.2.1	LMC 4-Wire Loop Installation			
			9.25.2.1.1	First		\$243.24
			9.25.2.1.2	Each Additional		\$158.74
		9.25.2.2	4-Wire Analog Loop (see rates in 9.2.1.3)			
			9.25.2.2.1	Urban	\$18.52	
			9.25.2.2.2	Suburban	\$19.98	
			9.25.2.2.3	Rural	\$32.00	
	<b>12.0</b>	<b>Operational Support Systems (OSS)</b>				
		<b>12.1</b>	<b>Development and Enhancements, per Order</b>			ICB
		<b>12.2</b>	<b>Ongoing Operations, per Order</b>			ICB