

CENTURYLINK COMMERCIAL LINE SHARING AGREEMENT ATTACHMENT 2—SERVICE DESCRIPTION

WHEREAS CLEC desires to acquire and CenturyLink desires to provide commercial line sharing arrangements outside of and without regard to the standards and limitations set forth in sections 251, 252, and 271 and other relevant provisions of the Act and the implementing rules and regulations of the FCC;

THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CenturyLink and CLEC agree to the following terms and conditions for commercial line sharing as follows:

Section 1.0 – PREAMBLE

1.1 The Parties acknowledge and agree that the Agreement was negotiated and entered into on commercial terms and conditions mutually agreed upon and without regard to the standards set forth in Sections 251, 252, 271 and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 The Agreement is being made available by CenturyLink to set forth the terms, conditions and pricing under which CenturyLink will offer and provide to any requesting competitive local exchange carrier nondiscriminatory access to commercial line sharing arrangements, provided that, the requesting CLEC agrees to each and every term and condition set forth herein, each of which the Parties agree is an essential, necessary, and inextricable term and condition of the Agreement.

1.3 CLEC represents and covenants that upon execution of the Agreement, it expressly agrees that the terms and conditions contained herein will be its exclusive means for ordering line shared loops during the term of the Agreement.

Section 2.0 – COMMERCIAL LINE SHARING

2.1 Commercial Line Sharing

2.1.1 Description. Commercial Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing End User Customer's analog voice-grade ("POTS") service provided by CenturyLink on a single copper loop referred to herein as "Commercial Shared Loop" by using the frequency range above the voice band on a copper loop. This frequency range will be referred to herein as the High Frequency Portion of the loop ("HFPL"). A splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous data transmission and CenturyLink POTS service. The splitter must be provisioned prior to ordering Commercial Line Sharing. The POTS service must be provided to the End User Customer by CenturyLink.

2.1.1.1 CenturyLink agrees to provide Line Sharing on a commercial basis as set forth below.

2.1.1.1.1 CLEC may order Commercial Line Sharing arrangements during the term of the Agreement in accordance with the provisions of this subsection. The monthly recurring charge for any Commercial Line Sharing arrangement will apply as set forth below.

(a) The monthly recurring charge for any Commercial Line Sharing arrangement under the Agreement will be as provided in Exhibit A attached to the Agreement. The monthly recurring charge will be adjusted based on the year over year additional net volume of new Commercial Line Shared arrangements provided by CenturyLink in CenturyLink's service territory under the Agreement.

(b) To determine the year over year annual additional net volume of Commercial Line Sharing arrangements,

CenturyLink will subtract the total number of Commercial Line Sharing arrangements in service under the Agreement as of September 30 of the immediate previous year from the total number of Commercial Line Sharing arrangements in service under the Agreement as of September 30 of the current year. If CLEC is involved in a merger or acquisition and the other party's Commercial Line Sharing arrangements are thereafter governed by this Agreement, the year over year additional net volume of new Commercial Line Shared arrangements calculation in this section will be made as if those arrangements had always been governed by this Agreement such that the other party's Commercial Line Sharing arrangements in service as of a particular September 30 will not be treated as new Commercial Line Sharing arrangements.

2.1.1.1.2 Discontinuation of Voice Service. Notwithstanding anything herein to the contrary, if CenturyLink disconnects an End User Customer's voice service in accordance with Applicable Law, then CLEC will have the option to purchase the entire loop being disconnected if it wishes to continue providing DSL service to such End User Customer; provided that, if CLEC does not exercise such option, both the DSL and voice services provisioned over the line will be disconnected by CenturyLink.

2.1.1.1.3 Conversion of Existing Line Sharing Arrangements. CLEC may convert any existing line sharing arrangements under its Interconnection Agreement or any amendment thereto to Commercial Line Sharing during the term of the Agreement, provided that, such conversions will not be included as New Incremental Growth for purposes of determining pricing of Commercial Line Sharing under Exhibit A. A separate, cost-based conversion charge may apply.

2.1.1.1.4 Possible Interference or Service Degradation. CenturyLink's deployment of Remote-Based DSL may cause interference or degradation in CLEC's service to CLEC's End User Customers. CenturyLink will incur no liability to CLEC for any interference with or degradation to CLEC's service to CLEC's End User Customers caused by CenturyLink's deployment of Remote-Based DSL.

2.1.2 Terms and Conditions

2.1.2.1 General

2.1.2.1.1 To order the HFPL, CLEC must have a splitter installed in the CenturyLink Wire Center that serves the End User Customer as provided for in this Section. Splitters may be installed in CenturyLink Wire Centers per the collocation section of CLEC's interconnection agreement with CenturyLink. Splitters will be appropriately hard-wired or pre-wired so that CenturyLink is not required to inventory more than two points of termination. The End User Customer must have dial tone originating from a CenturyLink switch in that Wire Center. CLEC must provide the End User Customer with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper loop.

2.1.2.1.2 CLEC may use the HFPL to provide any xDSL services that will not interfere with analog voiceband transmissions and otherwise in accordance with Applicable Law. Such services currently include but may not be limited to ADSL, RADSL, Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the

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extent those services are deemed acceptable for Commercial Line Sharing deployment under Applicable Law or governing industry standards.

2.1.2.1.3 CLEC may not order the HFPL on a given copper loop if CenturyLink, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the End User Customer provides authorization to the new provider to perform the disconnect of the incumbent provider's DSL or other service using the high frequency spectrum.

2.1.2.1.4 CLEC may request, and CenturyLink will provide, required conditioning on up to 5% of the Commercial Shared Loops arrangements ordered by CLEC in a calendar year. Conditioning will mean the removal of load coils and interfering bridged taps, but will not include any line moves or special construction. UDC removal and line moves may be provided by CenturyLink on Commercial Shared Loop arrangements in accordance with CenturyLink's facility provisioning and routine network modification processes; notwithstanding the foregoing, CenturyLink may modify or discontinue such processes pursuant to Applicable Law. Any conditioning above the 5% cap will be subject to the charges for loop conditioning in Exhibit A. CenturyLink will perform requested conditioning, including de-loading and removal of interfering bridged taps, unless CenturyLink demonstrates in advance that conditioning a Commercial Shared Loop will significantly degrade the End User Customer's analog voice-grade POTS service. Based on the pre-order make-up of a given copper loop, CLEC can make a preliminary determination if the loop can meet the technical parameters applicable to the data service it intends to provide over the loop.

2.1.2.1.4.1 CenturyLink may conduct an annual audit to determine the sum of conditioned Commercial Line Shared loops in the preceding calendar year (January through December), if any, that exceeded the 5% cap on conditioning. The number that exceed the 5% cap will be assessed a non-recurring charge to be assessed for all conditioning performed above the 5% cap described in Section 2.1.2.1.4 of this Attachment. CLEC will pay such charges within 30 days of receiving notice of them.

2.1.3 Rate Elements

2.1.3.1 Recurring Rates for Commercial Shared Loop.

2.1.3.1.1 Commercial Shared Loop Charge - A monthly recurring charge for the use of the Commercial Shared Loop will apply. This charge will be inclusive of any charges to recover modification or upgrade costs to CenturyLink Operations Support Systems required to accommodate line sharing, whether such charges are recovered by CenturyLink as recurring or non-recurring charges. Notwithstanding the foregoing, OSS development, enhancement, and maintenance costs applicable to all unbundled network elements may be recovered through a separate cost-based charge pursuant to Applicable Law.

2.1.3.1.2 Interconnection Tie Pairs - Two Interconnection Tie Pairs (2 ITPs), 1 for voice and 1 for combined voice/data, per connection.

2.1.3.2 Nonrecurring Rates for the Commercial Shared Loop.

2.1.3.2.1 Basic Installation Charge for Commercial Shared Loop – A nonrecurring charge for each Commercial Shared Loop installed will apply. As provided in Section 2.1.2.1.4, conditioning will be included in this charge, subject to the 5% cap on conditioning.

2.1.3.2.2 If the conditioning significantly degrades the voice services on the loop such that it is unacceptable to the End User Customer, CLEC will pay the conditioning charge in Exhibit A to recondition the loop.

2.1.3.2.3 A separate conditioning charge may apply pursuant to Section 2.1.2.1.4 above.

2.1.3.2.4 Any miscellaneous work performed by CenturyLink at the request of CLEC will be billed according to CenturyLink's federal access tariff, and CLEC agrees to pay such charges.

2.1.3.2.5 A separate cost-based charge for conversions of existing line sharing arrangements pursuant to section 2.1.1.1.1.3 may apply. If the Parties cannot mutually agree upon such charge, CenturyLink will apply a conversion charge on an ICB basis, and CLEC agrees to pay such charges.

2.1.3.3 Nonrecurring Rates for Maintenance and Repair.

2.1.3.3.1 Trouble Isolation Charge – A nonrecurring charge for trouble isolation will be applied in accordance with CenturyLink's federal access tariff.

2.1.3.3.2 Additional Testing – CLEC may request CenturyLink to perform additional testing, and CenturyLink may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with CenturyLink's federal access tariff.

2.1.4 Ordering Process

2.1.4.1 Commercial Shared Loop.

2.1.4.1.1 As a part of the pre-order process, CLEC may access loop characteristic information through the loop information tool provided as part of CenturyLink's OSS. CLEC will determine, at its sole discretion, whether to order the HFPL across any specific copper loop. CLEC will indemnify and hold harmless CenturyLink for any damage or liability relating to the suitability of the loop to provide the services to end users that CLEC seeks to provide.

2.1.4.1.2 The appropriate splitter meet points dedicated to the splitters will be provided on the Line Sharing Actual Point of Termination (APOT) form one day prior to the ready for service date or at an interval agreed to by CenturyLink and CLEC in writing. CLEC will provide on the LSR, the appropriate frame terminations which are dedicated to splitters. CenturyLink will administer all cross-connects/jumpers on the COSMIC™/MDF and ICDF.

2.1.4.1.3 Basic Installation "lift and lay" procedure will be used for all Commercial Shared Loop orders. Under this approach, a CenturyLink technician "lifts" the loop from its current termination in a CenturyLink Wire Center and "lays" it on a new termination connecting to CLEC's collocated equipment in the same Wire Center.

2.1.4.1.4 CenturyLink will provision the Commercial Shared Loop within the standard unbundled loop provisioning interval as defined in Exhibit C.

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2.1.4.1.4.1 Synchronization Testing (“Sync Testing”) is an option associated with collocation space and Commercial Line Sharing service requests. For more information refer to Synchronization Testing at the Supporting Documentation Section:

<http://www.centurylink.com/wholesale/pcat/collocation.html>

Sync Testing will be performed as part of the standard provisioning and repair processes for Commercial Line Sharing requests in central offices where such capability has been requested. The Sync Test will be performed in lieu of an electrical continuity test performed on the data side of the circuit. The electrical continuity test will still be performed if the Sync Test is not requested. When Sync Testing is performed, CLEC will be notified if there is a problem in their equipment and if the test fails, the service request will be placed in a jeopardy status.

2.1.4.1.5 CLEC will not place initial orders for Commercial Shared Loops until all infrastructure work necessary to provision Commercial Line Sharing in a given CenturyLink Wire Center, including, but not limited to, splitter installation and tie cable reclassification or augmentation has been completed. Upon CLEC request at any time, including before placing an order, CenturyLink will arrange for a Wire Center walkthrough to verify the Commercial Line Sharing installation including APOT Information and associated databases, wiring and stenciling in the CenturyLink Wire Center.

2.1.4.1.6 Prior to placing an LSR for Commercial Shared Loop, CLEC must obtain a Proof of Authorization from the End User Customer in accordance with the Proof of Authorization Section.

2.1.5 Repair and Maintenance

2.1.5.1 CenturyLink will allow CLEC to access Commercial Shared Loops at the point where the combined voice and data loop is cross connected to the splitter.

2.1.5.2 CenturyLink will be responsible for repairing voice services provided over Commercial Shared Loops and the physical line between network interface devices at End User Customer premises and the point of demarcation in CenturyLink Wire Centers. CenturyLink will also be responsible for inside wiring at End User Customer premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between CenturyLink and its End User Customers. CLEC will be responsible for repairing data services provided on Commercial Shared Loops and is entitled to test the entire frequency range of the loop facility. CenturyLink and CLEC each will be responsible for maintaining its equipment. The entity that controls the splitters will be responsible for their maintenance, unless CLEC has opted to self-provision splitter card maintenance.

2.1.5.3 CenturyLink will provide Maintenance and Repair for Commercial Line Sharing in accordance with the procedures in the methods and procedures section of the Line Sharing product catalog that is made available on CenturyLink’s website:

<http://www.centurylink.com/wholesale/pcat/interconnection.html>

2.1.5.3.1 CenturyLink and CLEC are responsible for their respective End User Customer base. CenturyLink and

CLEC will have the responsibility for resolution of any service trouble report(s) initiated by their respective End User Customers.

2.1.5.4 CenturyLink and CLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

2.1.5.4.1 Any miscellaneous work performed by CenturyLink at the request of the CLEC will be billed according to CenturyLink federal access tariff and CLEC agrees to pay such charges.

2.1.5.5 CenturyLink’s deployment of Remote-Based DSL may cause interference or degradation in CLEC’s service to CLEC’s End User Customers. If CLEC alerts CenturyLink to such interference or degradation, CenturyLink will attempt to mitigate such interference or degradation by moving the loop to a new binder group.

2.1.6 Performance Metrics

2.1.6.1 **Commercial Performance Measures and Reporting, Performance Targets and Service Credits (including in Washington, if Washington 2.1.6.1 is selected by CLEC as indicated on Signature Page).** Installation and Repair metrics for performance are contained in Exhibit B attached to the Agreement.

2.1.6.2 **Service Performance Measures and Reporting and CenturyLink QC Performance Assurance Plan (PID/PAP) (for Washington only, if Washington 2.1.6.2 is selected by CLEC as indicated on Signature Page).** If selected by CLEC in accordance with the Agreement, CenturyLink will provide, in Washington only, Commercial Line Sharing arrangements provided under the Agreement with Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) as described in this Section 2.1.6.2 and not subject to Section 2.1.6.1.

2.1.6.2.1 If selected by CLEC under this Section 2.1.6.2, CenturyLink will, in Washington only provide performance measurements, reporting, and remedies compliant with the CenturyLink QC Washington Performance Indicator Definitions (PID) and the CenturyLink QC Washington Performance Assurance Plan (PAP) to the Commercial Line Sharing arrangements, if eligible, provided under the Agreement. Only in the state of Washington, and only if expressly selected by CLEC under the terms and conditions of the Agreement, does this PID and PAP replace in their entirety the Commercial Performance Measures and Reporting, Performance Targets and Service Credits terms and conditions for Commercial Line Sharing arrangements provided under Section 2.1.6.1 of this Attachment.

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

2.1.6.2.3 To select the Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP)

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option, CLEC must be a certified CLEC under applicable state rules and have elected the PID and PAP under its Washington interconnection agreement with CenturyLink.

2.1.6.2.4 Eligible Commercial Line Sharing arrangements will be included in the UNE line sharing PAP results beginning the first full month following the Effective Date.

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

2.1.7 Intervals

2.1.7.1 Installation and Repair Intervals are contained in Exhibit C attached to the Agreement.