

- 62.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 62.3.7. Provide to each other test-line numbers and access to test lines.
- 62.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

PART G – LOCAL NUMBER PORTABILITY**63. INTRODUCTION**

- 63.1. Upon implementation of LNP, both Parties agree to conform and provide such LNP pursuant to FCC regulations and compliance with the Industry Forum Guidelines. To the extent consistent with the FCC and Industry Guidelines as amended from time to time, the requirements for LNP shall include the following:
- 63.2. End users must be able to change local service providers and retain the same telephone number(s) within the serving rate center utilizing the portability method as defined by the FCC.
- 63.3. The LNP network architecture shall not subject Parties to any degradation of service in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay.
 - 63.3.1. Parties agree that when an NXX is defined as portable, it shall also be defined as portable in all LNP capable switches serving the rate center.
 - 63.3.2. When an end user ports to another service provider and has previously secured a reservation of line numbers from the donor provider under contract or tariff for possible activation at some future point, these reserved but inactive numbers shall port along with the active numbers being ported by the end user.
 - 63.3.3. NXX Availability. Not all NXXs in each CO may be available for porting.
 - 63.3.4. LERG Reassignment. Portability for an entire NXX shall be provided by utilizing reassignment of the NXX to CLEC through the LERG.
 - 63.3.5. Coordination of service order work outside normal business hours (8:00 a.m. to 5:00 p.m.) shall be at requesting Party's expense. Premium rates will apply for service order work performed outside normal business hours, weekends, and holidays.
 - 63.3.6. Mass Calling Events. Parties will notify each other at least seven (7) Days in advance where ported numbers are utilized. Parties will only port mass calling numbers using switch translations and a choke network for call routing. Porting on mass calling numbers will be handled outside the normal porting process and comply with any applicable federal regulatory requirements or industry guidelines developed for mass calling numbers.

64. TESTING

- 64.1. An Interconnection Agreement (or Memorandum of Understanding, or Porting Agreement) detailing conditions for LNP must be in effect between the Parties prior to testing.
- 64.2. Testing and operational issues will be addressed in the implementation plans as described in Part B, Section 33 of the agreement.
- 64.3. CLEC must be NPAC certified and have met Embarq testing parameters prior to activating LNP. After initial LNP implementation by a CLEC/CMRS provider testing and porting will be done at CLEC's expense.
- 64.4. Parties will cooperate to ensure effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.
- 64.5. Parties shall cooperate in testing performed to ensure interconnectivity between systems. All LNP providers shall notify each connected provider of any system updates that may affect the CLEC or Embarq network. Each LNP provider shall, at each other's request, jointly perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement or in the Implementation Plan.

65. ENGINEERING AND MAINTENANCE

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

66. E911/911

- 66.1. When a subscriber ports to another service provider, the donor provider shall unlock the information in the 911/ALI database. The porting provider is responsible for updating the 911 tandem switch routing tables and 911/ALI database to correctly route, and provide accurate information to the PSAP call centers.
- 66.2. Prior to implementation of LNP, the Parties agree to develop, implement, and maintain efficient methods to maintain 911 database integrity when a subscriber

ports to another service provider. The Parties agree that the customer shall not be dropped from the 911 database during the transition.

67. BILLING FOR PORTED NUMBERS

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

PART H – LINE SHARING

68. LINE SHARING

68.1. General Terms

- 68.1.1. Under this Agreement, Embarq will not provide access to the HFPL for line sharing by CLEC except pursuant to the following terms and conditions.
 - 68.1.2. For HFPLs in service prior to 10/02/03, Embarq will continue to bill HFPL at the rate that was effective for that arrangement on 10/02/03 as long as that HFPL remains in service to the particular CLEC end-user premises.
 - 68.1.3. For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular CLEC end-user premises during the period 10/01/04 and 10/01/05, the rate billed for HFPL will be fifty percent (50%) of the xDSL capable UNE Loop rate found in Table One.
 - 68.1.4. For HFPL ordered 10/02/03 to 10/01/04 and remaining in service to the particular CLEC end-user premises during the period 10/02/05 and 10/01/06, the rate billed for HFPL will be seventy-five (75%) of the xDSL capable UNE Loop rate found in Table One.
 - 68.1.5. After 10/01/06, CLEC must order a stand-alone loop or negotiate a line splitting arrangement with another Telecommunications Carrier.
- 68.2. Embarq Line Sharing provided HFPL to CLEC only those instances when Embarq is the provider of analog circuit-switched voice band service on that same Copper Loop to the same End User.
- 68.3. In the event that the end user being served by CLEC via HFPL terminates its Embarq-provided retail voice service, or when Embarq provided retail voice service is disconnected due to “denial for non-pay,” Embarq shall provide reasonable notice to CLEC prior to disconnect. CLEC shall have the option of purchasing an entire stand-alone UNE digital loop if it wishes to continue to provide advanced services to that end user. If CLEC notifies Embarq that it chooses this option, CLEC and Embarq shall cooperate to transition DSL service from the HFPL to the stand-alone loop without any interruption of service pursuant to the provisions set forth below. If CLEC declines to purchase the entire stand alone UNE digital loop, Embarq may terminate the HFPL.
- 68.4. Embarq will use reasonable efforts to accommodate the continued use by CLEC as a stand-alone UNE digital loop of the Copper Loop facilities over which CLEC is provisioning advanced services at the time that the Embarq-provided retail voice service terminates; if:

- 68.4.1. adequate facilities are available to allow the provisioning of voice service over such other facilities, and
- 68.4.2. CLEC agrees to pay any additional ordering charges associated with the conversion from the provisioning of HFPL to a stand alone unbundled digital loop as specified in Table One (excluding conditioning charges).
- 68.5. Any additional maintenance of service conducted at CLEC's request by Embarq on behalf of the CLEC solely for the benefit of the CLEC's services will be paid for by CLEC at prices negotiated by Embarq and CLEC.
- 68.6. Deployment and Interference
 - 68.6.1. In providing services utilizing the HFPL, Embarq shall allow CLEC to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
 - 68.6.2. For any technology, CLEC represents that its use of any Embarq network element, or of its own equipment or facilities in conjunction with any Embarq network element, will not materially interfere with or impair service over any facilities of Embarq, its affiliated companies or connecting and concurring carriers, cause damage to Embarq's plant, impair the privacy of any communications carried over Embarq's facilities or create hazards to employees or the public. Upon reasonable written notice and after a reasonable opportunity to cure, Embarq may discontinue service if CLEC violates this provision. The termination of service will be limited to CLEC's use of the element(s) causing the violation. Embarq will not disconnect the elements causing the violation if, after receipt of written notice and opportunity to cure, CLEC demonstrates that their use of the network element is not the cause of the network harm.

PART I – NON-251 SERVICES

69. CALL-RELATED DATABASES

69.1. Embarq will offer access to call-related databases (non-251 services), including, but not limited to, Toll Free Calling database, Number Portability database, and Calling Name (CNAM) database. Embarq reserves the right to decline to offer access to certain AIN software that qualifies for proprietary treatment. The rates for access to these call-related databases are set forth on Table One.

69.1.1. The CNAM database is a transaction-oriented database accessible via the CCS network. CNAM provides the calling parties' name to be delivered and displayed to the terminating caller with 'Caller ID with Name'. Use of Embarq's CNAM Database by CLEC and CLEC's customers is limited to obtaining CNAM responses and using the information contained in those responses only on a call by call basis and only to support service related to a call in progress. CLEC will not capture, cache, or store any information contained in a CNAM response.

69.1.2. The Toll Free Number Database provides functionality necessary for toll free (*e.g.*, 800 and 888) number services by providing routing information and additional vertical features (*i.e.*, time of day routing by location, by carrier and routing to multiple geographic locations) during call setup in response to queries from CLEC's switch. Use of Embarq's Toll Free Database by CLEC and its customers is limited to obtaining information, on a call-by-call basis, for proper routing of calls in the provision of toll free exchange access service or local toll free service.

69.1.3. Local Number Portability Local Routing Query Service. TCAP messages originated by CLEC's SSPs and received by Embarq's database will be provided a response upon completion of a database lookup to determine the LRN. This information will be populated in industry standard format and returned to CLEC so that it can then terminate the call in progress to the telephone number now residing in the switch designated by the LRN.

- (a) CLEC agrees to obtain, prior to the initiation of any LNP query, a NPAC/SMS User Agreement with Neustar. CLEC will maintain the NPAC/SMS User Agreement with Neustar, or its successor, as long as it continues to make LNP queries to the Embarq database. Failure to obtain and maintain the NPAC/SMS User Agreement is considered a breach of this Agreement and is cause for immediate termination of service. Embarq shall not be liable for any direct or consequential damages due to termination because of lack of a NPAC/SMS User Agreement.
- (b) Embarq's LNP Database service offering does not include the cost of any charges or assessments by Number Portability

Administrative Centers, whether under the NPAC/SMS User Agreement with Lockheed, or otherwise, or any charges assessed directly against CLEC as the result of the FCC LNP Orders or otherwise by any third-party. These costs include the costs assessed against telecommunications carriers to pay for NPAC functions as permitted by the FCC and applicable legal or regulatory bodies. Embarq shall have no liability to CLEC or the NPAC for any of these fees or charges applicable to CLEC, even though it may pay such charges for other Embarq companies.

70. TRANSIT TRAFFIC

- 70.1. Transit Service (non-251 service) means the delivery of Transit Traffic, i.e. Local Traffic or ISP-Bound Traffic originated by CLEC terminated to a third party LEC, ILEC, or CMRS provider or originated by a third party and terminated to CLEC using Embarq's tandem switch over the local/intraLATA interconnection trunks.
- 70.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, and where indirectly interconnected parties have an interconnection to the same Embarq tandem, Embarq will provide Transit Services for CLEC's connection of its end user to a local end user of: (1) CLECs, (2) an ILEC other than Embarq, and (3) other CMRS carriers.
- 70.3. Embarq may require separate trunking for the delivery of such Transit Traffic in order to accurately measure and bill it.
- 70.4. Terms and Conditions
- 70.4.1. Each Party acknowledges that a third-party LEC may block transit traffic. To the extent the originated Party's traffic is blocked by a third party, Embarq shall have no obligation to resolve the dispute. CLEC acknowledges that Embarq does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, CLEC, or CMRS provider for the exchange of transit traffic to that third party.
- 70.4.2. Notwithstanding any other provision to the contrary, once the Transit Traffic volume between CLEC and a third party exceeds a DS1 equivalent of traffic, Embarq will no longer provide transit service and CLEC must establish a direct interconnection with the third party for the exchange of such traffic. Within sixty (60) Days of when traffic exceeds this threshold, CLEC shall establish a direct interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct interconnection and if CLEC is exercising its best efforts to implement a direct connection with such third party, Embarq shall continue to transit

the traffic. If Embarq disagrees that CLEC is using its best efforts to implement a direct connection, Embarq may seek relief pursuant to the Dispute Resolution provisions.

70.5. Payment Terms and Conditions

70.5.1. The originating Party shall pay to Embarq a transit service charge as set forth in Table One.

70.5.2. CLEC shall pay a transit rate as set forth in Table One of this Part when CLEC uses an Embarq access tandem to terminate a local or ISP-bound call to a third party LEC, CLEC or CMRS provider. CLEC may be required to compensate Embarq for transit charges for traffic originated by an ILEC, transited by Embarq and terminated to CLEC.

70.6. Billing Records and Exchange of Data

70.6.1. Parties will use their best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

70.6.2. Upon request by the terminating Party and to the extent possible, Embarq agrees to provide the terminating Party information on traffic originated by a third party CLECs or CMRS provider. To the extent Embarq incurs additional cost in providing this billing information, CLEC agrees to reimburse Embarq for its direct costs of providing this information.

70.6.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

70.7. Notwithstanding any other provision to the contrary, once the Transit Traffic volume between CLEC and a third party exceeds the equivalent of three (3) DS1s of traffic, Embarq may, but shall not be obligated to require CLEC to establish a direct connection with the parties to whom they are sending traffic. Embarq also reserves the right to require CLEC to establish a direct connection to the third party if, in Embarq's sole discretion, the tandem is at or approaching capacity limitations. These limitations may include but are not limited to a lack of trunk port capacity or processor capacity based on the then existing tandem and network configuration. Within sixty (60) Days after Embarq notifies CLEC of the requirement to direct connect, CLEC shall establish a direct interconnection with such third party. After sixty (60) Days, if CLEC has not established a direct interconnection, Embarq may thereafter charge CLEC for such transit service at Intrastate Access rates, or discontinue providing transit service to CLEC, at the sole discretion of Embarq, provided however, that Embarq shall exercise such discretion in a non-discriminatory manner.

PART J – GENERAL BUSINESS REQUIREMENTS**71. PROCEDURES**

71.1. Contact with End Users

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

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

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

71.2. Expedite and Escalation Procedures

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

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

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

71.4. Service Offerings

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

72. ORDERING AND PROVISIONING

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

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

- 72.2.3. Embarq shall provide, as requested by CLEC, through the NEAC, provisioning and premises visit installation support in the form of coordinated scheduling, status, and dispatch capabilities during Embarq's standard business hours and at other times as agreed upon by the parties to meet end user demand.
- 72.3. Street Index Guide (SIG). Within thirty (30) Days of CLEC's written request, Embarq shall provide to CLEC the SIG data in the National Emergency Number Association Two (NENA2) format. A CDROM containing the SIG data will be shipped to the CLEC's designated contact on a monthly basis until the request is cancelled.
- 72.4. CLASS and Custom Features. Where generally available in Embarq's serving area, CLEC, at the tariff rate, may order the entire set of CLASS, CENTREX and Custom features and functions, or a subset of any one of such features.
- 72.5. Number Administration/Number Reservation
 - 72.5.1. Embarq shall provide testing and loading of CLEC's NXX on the same basis as Embarq provides itself or its affiliates. Further, Embarq shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, including vanity numbers, while a subscriber is on the phone with CLEC. When CLEC uses numbers from an Embarq NXX, Embarq shall provide the same range of number choices to CLEC, including choice of exchange number, as Embarq provides its own subscribers. Reservation and aging of Embarq NXX's shall remain Embarq's responsibility.
 - 72.5.2. In conjunction with an order for service, Embarq shall accept CLEC orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by CLEC.
 - 72.5.3. For simple services number reservations and aging of Embarq's numbers, Embarq shall provide real-time confirmation of the number reservation when the Electronic Interface has been implemented. For number reservations associated with complex services, Embarq shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. Consistent with the manner in which Embarq provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.
- 72.6. Service Order Process Requirements

72.6.1. Service Migrations and New Subscriber Additions

- (a) For resale services, other than for a CLEC order to convert “as is” a CLEC subscriber, Embarq shall not disconnect any subscriber service or existing features at any time during the migration of that subscriber to CLEC service without prior CLEC agreement.
- (b) For services provided through UNEs, Embarq shall recognize CLEC as an agent, in accordance with OBF developed processes, for the subscriber in coordinating the disconnection of services provided by another CLEC or Embarq. In addition, Embarq and CLEC will work cooperatively to minimize service interruptions during the conversion.
- (c) Unless otherwise directed by CLEC and when technically capable, when CLEC orders resale Telecommunications Services all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services including, but not limited to, Directory Assistance and 911/E911 capability.
- (d) For subscriber conversions requiring coordinated cut-over activities, on a per order basis, Embarq, to the extent resources are readily available, and CLEC will agree on a scheduled conversion time, which will be a designated time period within a designated date.
- (e) Any request made by CLEC to coordinate conversions after normal working hours, or on Saturdays or Sundays or Embarq holidays shall be performed at CLEC’s expense.
- (f) A general Letter of Agency (LOA) initiated by CLEC or Embarq will be required to process a PLC or PIC change order. Providing the LOA, or a copy of the LOA, signed by the end user will not be required to process a PLC or PIC change ordered by CLEC or Embarq. CLEC and Embarq agree that PLC and PIC change orders will be supported with appropriate documentation and verification as required by FCC and Commission rules. In the event of a subscriber complaint of an unauthorized PLC record change where the Party that ordered such change is unable to produce appropriate documentation and verification as required by FCC and Commission rules (or, if there are no rules applicable to PLC record changes, then such rules as are applicable to changes in long distance carriers of record), such Party shall be liable to pay and shall pay all nonrecurring and/or other charges associated with reestablishing the subscriber’s local service with the original local carrier.

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

72.6.3. Due Date

- (a) Embarq shall supply CLEC with due date intervals to be used by CLEC personnel to determine service installation dates.
- (b) Embarq shall use reasonable efforts to complete orders by the CLEC requested DDD within agreed upon intervals.
- (c) Subscriber Premises Inspections and Installations
 - (i) CLEC shall perform or contract for all CLEC's needs assessments, including equipment and installation requirements required beyond the Demarcation/NID, located at the subscriber premises.
 - (ii) Embarq shall provide CLEC with the ability to schedule subscriber premises installations at the same morning and evening commitment level of service offered Embarq's own customers. The parties shall mutually agree on an interim process to provide this functionality during the implementation planning process.
- (d) Firm Order Confirmation (FOC)
 - (i) Embarq shall provide to CLEC, a Firm Order Confirmation (FOC) for each CLEC order. The FOC shall contain the appropriate data elements as defined by the OBF standards.
 - (ii) For a revised FOC, Embarq shall provide standard detail as defined by the OBF standards.
 - (iii) Embarq shall provide to CLEC the date that service is scheduled to be installed.

72.6.4. Order Rejections

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

72.6.5. Service Order Changes

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

72.7. Network Testing. Embarq shall perform all its standard pre-service testing prior to the completion of the service order.

72.8. Service Suspensions/Restorations. Upon CLEC's request through an Industry Standard, OBF, Suspend/Restore Order, or mutually agreed upon interim procedure, Embarq shall suspend or restore the functionality of any Network Element, feature, function, or resale service to which suspend/restore is applicable. Embarq shall provide restoration priority on a per network element basis in a manner that conforms with any applicable regulatory Rules and Regulations or government requirements.

72.9. Order Completion Notification. Upon completion of the requests submitted by CLEC, Embarq shall provide to CLEC a completion notification in an industry standard, OBF, or in a mutually agreed format. The completion notification shall include detail of the work performed, to the extent this is defined within OBF guidelines, and in an interim method until such standards are defined.

72.10. Specific Unbundling Requirements. CLEC may order and Embarq shall provision unbundled Network Elements. However, it is CLEC's responsibility to combine the individual network elements should it desire to do so.

72.11. Systems Interfaces and Information Exchanges

72.11.1. General Requirements

- (a) Embarq shall provide to CLEC Electronic Interface(s) for transferring and receiving information and executing transactions for all business functions directly or indirectly related to Service Ordering and Provisioning of Network Elements, features, functions and Telecommunications Services, to the extent available.

- (b) Until the Electronic Interface is available, Embarq agrees that the NEAC or similar function will accept CLEC orders. Orders will be transmitted to the NEAC via an interface or method agreed upon by CLEC and Embarq.
 - (c) If the method of connectivity is File Transfer Protocol (FTP), the response(s) will be loaded to the server every hour and it is the responsibility of CLEC to retrieve their response(s) from the server.
 - (d) It is the responsibility of CLEC to provide Embarq with the LOA (Letter of Authorization) when another party is involved and is working on their behalf.
- 72.11.2. For any prospective CLEC subscriber, Embarq shall provide CLEC with access to that subscriber's CPNI without requiring CLEC to produce a signed LOA, subject to applicable rules, orders, and decisions, and based on CLEC's blanket representation that subscriber has authorized CLEC to obtain such CPNI.
- (a) The preordering Electronic Interface includes the provisioning of CPNI from Embarq to CLEC. The Parties agree to request end user CPNI only when the end user has specifically given permission to receive CPNI. The Parties agree that they will conform to FCC and/or state regulations regarding the provisioning of CPNI between the parties, and regarding the use of that information by the requesting party.
 - (b) The requesting Party will document end user permission obtained to receive CPNI, whether or not the end user has agreed to change local service providers. With respect to end users whose CPNI has been received by CLEC, Embarq may request documentation from CLEC to substantiate that CLEC has requested and received permission from all such end users. If CLEC is not able to provide adequate documentation reflecting such permission from at least ninety-five (95%) of such end users, Embarq reserves the right to immediately disconnect the preordering Electronic Interface.
 - (c) The Parties agree to execute carrier changes as specified by the FCC in 47 CFR 64.1120. Documentation reflecting the request for a carrier change and verification in the form set forth in 47 CFR 64.1120 may be requested by the Party whose CPNI has been accessed in connection with such requested carrier change to investigate possible slamming incidents, and for other reasons agreed to by the Parties. A Party's failure to obtain and maintain adequate documentation of the request for a carrier change and verification of the same in the form set forth in 47 CFR 64.1120 before changing service from the other Party, or failure to produce documentation of such request and verification upon request of the

other Party shall be considered a breach of the Agreement. A Party can cure the breach by submitting to the other Party a copy of such documentation within three (3) Business Days of notification of the breach.

- (d) If CLEC is not able to provide the LOA for ninety-five percent (95%) of the end users requested by Embarq, or if Embarq determines that an LOA is inadequate, CLEC will be considered in breach of the agreement. CLEC can cure the breach by submitting to Embarq evidence of an LOA for each inadequate or omitted LOA within three (3) Business Days of notification of the breach.
- (e) Should CLEC not be able to cure the breach in the timeframe noted above, Embarq will discontinue processing new service orders until, in Embarq's determination, CLEC has corrected the problem that caused the breach.
- (f) Embarq will resume processing new service orders upon Embarq's timely review and acceptance of evidence provided by CLEC to correct the problem that caused the breach.
- (g) If CLEC and Embarq do not agree that CLEC has appropriate documentation or verification of a requested carrier change by a specific end user, or that Embarq has erred in not accepting proof of such carrier change request, the Parties may immediately request dispute resolution in accordance with Part B. Embarq will not disconnect the preordering Electronic Interface during the Alternate Dispute Resolution process.

72.12. CLEC may use Embarq's ordering process (IRES) to:

- 72.12.1. to assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number) at Parity.
 - (a) to schedule dispatch and installation appointments at Parity.
 - (b) to access Embarq subscriber information systems which will allow CLEC to determine if a service call is needed to install the line or service at Parity.
 - (c) to access Embarq information systems which will allow CLEC to provide service availability dates at Parity.
 - (d) transmit status information on service orders, including acknowledgement, firm order confirmation, and completion at Parity.

72.13. Standards

- 72.13.1. General Requirements. CLEC and Embarq shall agree upon the appropriate ordering and provisioning codes to be used for UNEs.

These codes shall apply to all aspects of the unbundling of that element and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC).

73. PROVISION OF USAGE DATA

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

73.2. General Procedures

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

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

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

- (a) Use of CLASS/LASS/Custom Features that Embarq records and bills for its end users on a per usage basis.
- (b) Calls to Information Providers (IP) reached via Embarq facilities will be provided in accordance with Section 73.2.7
- (c) Calls to Directory Assistance where Embarq provides such service to a CLEC end user.
- (d) Calls completed via Embarq-provided Operator Services where Embarq provides such service to CLEC's local service end user and where Embarq records such usage for its end users using Industry Standard Telcordia EMI billing records.

- (e) Access records related to long distance calling.
 - (f) For Embarq-provided Centrex Service, station level detail.
- 73.2.4. Retention of Records. Embarq shall maintain a machine readable back-up copy of the message detail provided to CLEC for a minimum of forty-five (45) Days. During the forty-five (45) day period, Embarq shall provide any data back-up to CLEC upon the request of CLEC. If the forty-five (45) day period has expired, Embarq may provide the data back-up at CLEC's expense.
- 73.2.5. Embarq shall provide to CLEC Recorded Usage Data for CLEC end users. Embarq shall not submit other CLEC local usage data as part of the CLEC Recorded Usage Data.
- 73.2.6. Embarq shall not bill directly to CLEC subscribers any recurring or non-recurring charges for CLEC's services to the end user except where explicitly permitted to do so within a written agreement between Embarq and CLEC.
- 73.2.7. Embarq will record 976/N11 calls and transmit them to the IP for billing. Embarq will not bill these calls to either the CLEC or the CLEC's end user.
- 73.2.8. Embarq shall provide Recorded Usage Data to CLEC billing locations as agreed to by the Parties.
- 73.2.9. Embarq shall provide a single point of contact to respond to CLEC call usage, data error, and record transmission inquiries.
- 73.2.10. Embarq shall provide CLEC with a single point of contact and remote identifiers (IDs) for each sending location.
- 73.2.11. CLEC shall provide a single point of contact responsible for receiving usage transmitted by Embarq and receiving usage tapes from a courier service in the event of a facility outage.
- 73.2.12. Embarq shall bill and CLEC shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth herein.
- 73.3. Charges
- 73.3.1. Access services, including revenues associated therewith, provided in connection with the resale of services hereunder shall be the responsibility of Embarq and Embarq shall directly bill and receive payment on its own behalf from an IXC for access related to interexchange calls generated by resold or rebranded customers.

73.3.2. Embarq will be responsible for returning EMI records to IXC's with the proper EMI Return Code along with the Operating Company Number (OCN) of the associated ANI, (*i.e.*, Billing Number).

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

- (a) Invoices will be provided in a standard Carrier Access Billing format or other such format as Embarq may determine;
- (b) Where local usage charges apply and message detail is created to support available services, the originating local usage at the call detail level in standard EMI industry format will be exchanged daily or at other mutually agreed upon intervals, and CLEC will pay Embarq for providing such call detail;
- (c) The Parties will work cooperatively to exchange information to facilitate the billing of in and out collect and inter/intra-region alternately billed messages;
- (d) Embarq agrees to provide information on the end-user's selection of special features where Embarq maintains such information (e.g.: billing method, special language) when CLEC places the order for service;
- (e) Monthly recurring charges for Telecommunications Services sold pursuant to this Agreement shall be billed monthly in advance.
- (f) Embarq shall bill for message provisioning and, if applicable data tape charges, related to the provision of usage records. Embarq shall also bill CLEC for additional copies of the monthly invoice.

73.3.4. For billing purposes, and except as otherwise specifically agreed to in writing, the Telecommunications Services provided hereunder are furnished for a minimum term of one month. Each month is presumed to have thirty (30) Days.

73.4. Central Clearinghouse and Settlement

73.4.1. Embarq and CLEC shall agree upon Clearinghouse and Incollect/Outcollect procedures.

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

73.5. Lost Data

73.5.1. Loss of Recorded Usage Data. CLEC Recorded Usage Data determined to have been lost, damaged or destroyed as a result of an error or

omission by Embarq in its performance of the recording function shall be recovered by Embarq at no charge to CLEC. In the event the data cannot be recovered by Embarq, Embarq shall estimate the messages and associated revenue, with assistance from CLEC, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by Embarq and CLEC. This estimate shall be used to adjust amounts CLEC owes Embarq for services Embarq provides in conjunction with the provision of Recorded Usage Data.

- 73.5.2. Partial Loss. Embarq shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible through recovery as discussed in Section 73.5 above. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.
- 73.5.3. Complete Loss. When Embarq is unable to recover data as discussed in Section 73.5 above estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.
- 73.5.4. Estimated Volumes. From message and minute volume reports for the entity experiencing the loss, Embarq shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. Embarq shall apply the appropriate average revenue per message (“arpm”) agreed to by CLEC and Embarq to the estimated message volume for messages for which usage charges apply to the subscriber to arrive at the estimated lost revenue.
- 73.5.5. If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.
- 73.5.6. If the loss occurs on a weekday that is a holiday (except Christmas and Mother’s day), Embarq shall use volumes from the two (2) preceding Sundays.
- 73.5.7. If the loss occurs on Mother’s day or Christmas day, Embarq shall use volumes from that day in the preceding year multiplied by a growth factor derived from an average of CLEC’s most recent three (3) month message volume growth. If a previous year’s message volumes are not available, a settlement shall be negotiated.

73.6. Testing, Changes and Controls

73.6.1. The Recorded Usage Data, EMI format, content, and transmission process shall be tested as agreed upon by CLEC and Embarq.

73.6.2. Control procedures for all usage transferred between Embarq and CLEC shall be available for periodic review. This review may be included as part of an Audit of Embarq by CLEC or as part of the normal production interface management function. Breakdowns which impact the flow of usage between Embarq and CLEC must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, so similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by CLEC and Embarq.

73.6.3. Embarq Software Changes

(a) When Embarq plans to introduce any software changes which impact the format or content structure of the usage data feed to CLEC, designated Embarq personnel shall notify CLEC no less than ninety (90) Days before such changes are implemented.

(b) Embarq shall communicate the projected changes to CLEC's single point of contact so that potential impacts on CLEC processing can be determined.

(c) CLEC personnel shall review the impact of the change on the entire control structure. CLEC shall negotiate any perceived problems with Embarq and shall arrange to have the data tested utilizing the modified software if required.

(d) If it is necessary for Embarq to request changes in the schedule, content or format of usage data transmitted to CLEC, Embarq shall notify CLEC.

73.6.4. CLEC Requested Changes:

(a) CLEC may submit a purchase order to negotiate and pay for changes in the content and format of the usage data transmitted by Embarq.

(b) When the negotiated changes are to be implemented, CLEC and/or Embarq shall arrange for testing of the modified data.

73.7. Information Exchange and Interfaces

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

73.8. Rejected Recorded Usage Data

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

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

74. GENERAL NETWORK REQUIREMENTS

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

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

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

74.4. Embarq shall provide CLEC maintenance dispatch personnel on the same schedule that it provides its own subscribers.

74.5. Embarq shall cooperate with CLEC to meet maintenance standards for all Telecommunications Services and unbundled network elements ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

74.6. All Embarq employees or contractors who perform repair service for CLEC end users shall follow Embarq standard procedures in all their communications with CLEC end users. These procedures and protocols shall ensure that:

74.6.1. Embarq employees or contractors shall perform repair service that is equal in quality to that provided to Embarq end users; and

74.6.2. Trouble calls from CLEC shall receive response time priority that is equal to that of Embarq end users and shall be handled on a "first come first served" basis regardless of whether the end user is a CLEC end user or an Embarq end user.

- 74.7. Embarq shall provide CLEC with scheduled maintenance for resold lines, including, without limitation, required and recommended maintenance intervals and procedures, for all Telecommunications Services and network elements provided to CLEC under this Agreement equal in quality to that currently provided by Embarq in the maintenance of its own network. CLEC shall perform its own testing for UNEs.
- 74.8. Embarq shall give maximum advanced notice to CLEC of all non-scheduled maintenance or other planned network activities to be performed by Embarq on any network element, including any hardware, equipment, software, or system, providing service functionality of which CLEC has advised Embarq may potentially impact CLEC end users.
- 74.9. Notice of Network Event. Each party has the duty to alert the other of any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance.
- 74.10. On all misdirected calls from CLEC end users requesting repair, Embarq shall provide such CLEC end user with the correct CLEC repair telephone number as such number is provided to Embarq by CLEC. Once the Electronic Interface is established between Embarq and CLEC, Embarq agrees that CLEC may report troubles directly to a single Embarq repair/maintenance center for both residential and small business end users, unless otherwise agreed to by CLEC.
- 74.11. Upon establishment of an Electronic Interface, Embarq shall notify CLEC via such electronic interface upon completion of trouble report. The report shall not be considered closed until such notification is made. CLEC will contact its end user to determine if repairs were completed and confirm the trouble no longer exists.
- 74.12. Embarq shall perform all testing for resold Telecommunications Services.
- 74.13. Embarq shall provide test results to CLEC, if appropriate, for trouble clearance. In all instances, Embarq shall provide CLEC with the disposition of the trouble.
- 74.14. If Embarq initiates trouble handling procedures, it will bear all costs associated with that activity. If CLEC requests the trouble dispatch, and either there is no trouble found, or the trouble is determined to be beyond the end user demarcation point, then CLEC will bear the cost.

75. MISCELLANEOUS SERVICES AND FUNCTIONS

75.1. General

- 75.1.1. The services described in Section 74 only apply shall only be available to the CLEC under this Agreement (i) when Embarq is providing the service to itself, (ii) in areas where Embarq is providing such service to Embarq's end-user subscribers, and (iii) subject to the limitations specified herein. To the extent that Embarq does not provide the services described in this Section 74 to itself, or the requested service is

not available to Embarq's end-user subscribers in such areas, CLEC must secure any desired services under a separate commercial agreement with Embarq or another provider. .

75.2. Basic 911 and E911 Service

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

75.2.2. Basic 911 and E911 functions shall only be provided to CLEC for resale, and shall be at Parity with the support and services that Embarq provides to its subscribers for such similar functionality.

(a) Where it may be appropriate for Embarq to update the ALI database, Embarq shall update such database with CLEC data in an interval at Parity with that experienced by Embarq end users.

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

75.2.3. In government jurisdictions where Embarq has obligations under existing agreements as the primary provider of the 911 System to the county (Host Embarq), CLEC shall participate in the provision of the 911 System in accordance with applicable tariffs, or if no tariff is applicable, then pursuant to a separate commercial agreement with Embarq.

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

75.2.5. Basic 911 and E911 Database Requirements

(a) The ALI database shall be managed by Embarq, but is the property of Embarq and CLEC for those records provided by CLEC.

(b) To the extent allowed by the governmental agency, and where available, copies of the SIG shall be provided within three Business Days from the time requested and provided on diskette, or in a format suitable for use with desktop computers.

- (c) CLEC shall be solely responsible for providing CLEC database records to Embarq for inclusion in Embarq's ALI database on a timely basis.
- (d) Embarq and CLEC shall arrange for the automated input and periodic updating of the E911 database information related to CLEC end users. Embarq shall work cooperatively with CLEC to ensure the accuracy of the data transfer by verifying it against the SIG. Embarq shall accept electronically transmitted files that conform to NENA Version #2 format.
- (e) CLEC shall assign an E911 database coordinator charged with the responsibility of forwarding CLEC end user ALI record information to Embarq or via a third-party entity, charged with the responsibility of ALI record transfer. CLEC assumes all responsibility for the accuracy of the data that CLEC provides to Embarq.
- (f) CLEC shall provide information on new subscribers to Embarq within one (1) business day of the order completion. Embarq shall update the database within two (2) Business Days of receiving the data from CLEC. If Embarq detects an error in the CLEC provided data, the data shall be returned to CLEC within two (2) Business Days from when it was provided to Embarq. CLEC shall respond to requests from Embarq to make corrections to database record errors by uploading corrected records within two (2) Business Days. Manual entry shall be allowed only in the event that the system is not functioning properly.
- (g) Embarq agrees to treat all data on CLEC subscribers provided under this Agreement as confidential and to use data on CLEC subscribers only for the purpose of providing E911 services.

75.3. Directory Listings Service

- 75.3.1. These requirements pertain to Embarq's Listings Service Request process that enables CLEC to (a) submit CLEC subscriber information for inclusion in Directory Listings databases; (b) submit CLEC subscriber information for inclusion in published directories; and (c) provide CLEC subscriber delivery address information to enable Embarq to fulfill directory distribution obligations.
- 75.3.2. When implemented by the Parties, Embarq shall accept orders on a real-time basis via electronic interface in accordance with OBF Directory Service Request standards within three (3) months of the effective date of this Agreement. In the interim, Embarq shall create a standard format and order process by which CLEC can place an order with a single point of contact within Embarq.

75.3.3. Embarq will provide to CLEC the following Directory Listing Migration Options:

- (a) Migrate with no Changes. Retain all white page listings for the subscriber in both DA and DL. Transfer ownership and billing for white page listings to CLEC.
- (b) Migrate with Additions. Retain all white page listings for the subscriber in DL. Incorporate the specified additional listings order. Transfer ownership and billing for the white page listings to CLEC.
- (c) Migrate with Deletions. Retain all white page listings for the subscriber in DL. Delete the specified listings from the listing order. Transfer ownership and billing for the white page listings to CLEC.
- (d) To ensure accurate order processing, Embarq or its directory publisher shall provide to CLEC the following information, with updates promptly upon changes:
 - (e) A matrix of NXX to central office;
 - (f) Geographical maps if available of Embarq service area;
 - (g) A description of calling areas covered by each directory, including but not limited to maps of calling areas and matrices depicting calling privileges within and between calling areas;
 - (h) Listing format rules;
 - (i) Standard abbreviations acceptable for use in listings and addresses;
 - (j) Titles and designations; and
 - (k) A list of all available directories and their Business Office close dates

75.3.4. Embarq shall update and maintain directory listings information to reflect which of the following categories CLEC subscribers fall into:

- (a) "LISTED" means the listing information is available for all directory requirements;
- (b) "NON-LISTED" means the listing information is available for all directory requirements, but the information does not appear in the published street directory;
- (c) "NON-PUBLISHED" means that a directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. The listing information is not available in either the published directory or directory assistance.

- 75.3.5. Based on changes submitted by CLEC, Embarq shall update and maintain directory listings data for CLEC subscribers who:
- (a) Disconnect Service;
 - (b) Change CLEC;
 - (c) Install Service;
 - (d) Change any service which affects DA information;
 - (e) Specify Non-Solicitation; and
 - (f) Change categories from Non-Published, Non-Listed, or Listed.
- 75.3.6. The charge for storage of CLEC subscriber information in the DL systems is included in the rates where CLEC is buying UNE Loops or resold services with respect to specific addresses. CLECs that are not buying UNE Loops or resold services shall pay for such storage services at the rate reflected on Table One.
- 75.3.7. CLEC acknowledges that many directory functions including but not limited to directory proofing, and directory distribution are not performed by Embarq but rather are performed by and are under the control of the directory publisher, and Embarq shall not have any liability to CLEC for any acts or omissions of the publisher. Embarq shall use reasonable efforts to assist CLEC in obtaining an agreement with the directory publisher that treats CLEC at Parity with the publisher's treatment of Embarq.
- 75.3.8. CLEC acknowledges that for a CLEC subscriber's name to appear in a directory, CLEC must submit a Directory Service Request (DSR).
- 75.3.9. CLEC shall provide directory listings to Embarq pursuant to the directory listing and delivery requirements in the approved OBF format, at a mutually agreed upon timeframe. Other formats and requirements shall not be used unless mutually agreed to by the parties.
- 75.3.10. Traditional White Pages Listings.
- (a) Embarq shall include in its master subscriber system database all white pages listing information for CLEC subscribers whose information was properly submitted a DSR.
 - (b) One basic White pages listing for each CLEC customer is included in the rates where CLEC is buying UNE Loops or resold services at a specific address and additional listings for a specific address shall be provided at the rates reflected on Table 1. If CLEC requests a listing for an address where CLEC is not buying UNE Loops or resold services, CLEC shall pay for all requested listings for such address at the rate reflected on Table One. A basic White

Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Embarq and other LEC customers.

- (c) CLEC agrees to provide customer listing information for CLEC's subscribers, including without limitation directory distribution information, to Embarq, at no charge. Embarq will provide CLEC with the appropriate format for provision of CLEC customer listing information to Embarq. The parties agree to adopt a mutually acceptable electronic format for the provision of such information as soon as practicable. In the event OBF adopts an industry-standard format for the provision of such information, the parties agree to adopt such format.
- (d) Embarq agrees to provide White Pages database maintenance services to CLEC. CLEC will be charged a Service Order entry fee upon submission of Service Orders into Embarq's Service Order Entry (SOE) System, which will include compensation for such database maintenance services. Service Order entry fees apply when Service Orders containing directory records are entered into Embarq's SOE System initially, and when Service Orders are entered in order to process a requested change to directory records.
- (e) CLEC customer listing information will be used solely for the provision of directory services, including the sale of directory advertising to CLEC customers.
- (f) In addition to a basic White Pages listing, Embarq will provide, tariffed White Pages listings (e.g.: additional, alternate, foreign and non-published listings) for CLEC to offer for resale to CLEC's customers.
- (g) Embarq, or its directory publisher, will provide White Pages distribution services to CLEC customers, in areas where Embarq is providing such service to Embarq's end-user subscribers, at no additional charge to CLEC at times of regularly scheduled distribution to all customers. Embarq represents that the quality, timeliness, and manner of such distribution services will be at Parity with those provided to Embarq and to other CLEC customers.
- (h) Embarq agrees to include critical contact information pertaining to CLEC in the "Information Pages" of those of its White Pages directories containing information pages, if CLEC meets criteria established by its directory publisher. Critical contact information includes CLEC's business office number, repair number, billing

information number, and any other information required to comply with applicable regulations, but not advertising or purely promotional material. CLEC will not be charged for inclusion of its critical contact information. The format, content and appearance of CLEC's critical contact information must conform to applicable Embarq directory publisher's guidelines and will be consistent with the format, content and appearance of critical contact information pertaining to all CLECs in a directory.

- (i) Embarq will accord CLEC customer listing information the same level of confidentiality that Embarq accords its own proprietary customer listing information. Embarq shall ensure that access to CLEC customer proprietary listing information will be limited solely to those of Embarq and Embarq's directory publisher's employees, agents and contractors that are directly involved in the preparation of listings, the production and distribution of directories, and the sale of directory advertising. Embarq will advise its own employees, agents and contractors and its directory publisher of the existence of this confidentiality obligation and will take appropriate measures to ensure their compliance with this obligation. Notwithstanding any provision herein to the contrary, the furnishing of White Pages proofs to a CLEC that contains customer listings of both Embarq and CLEC will not be deemed a violation of this confidentiality provision.
- (j) Embarq will provide CLEC's customer listing information to any third party to the extent required by Applicable Rules.

75.4. Other Directory Services.

- 75.4.1. Embarq will exercise reasonable efforts to cause its directory publisher to enter into a separate agreement with CLEC which will address other directory services desired by CLEC as described in this Section 75.4. Both parties acknowledge that Embarq's directory publisher is not a party to this Agreement and that the provisions contained in this Section 75.4 are not binding upon Embarq's directory publisher.
- 75.4.2. Embarq will request that its publisher make available to CLEC the provision of a basic Yellow Pages listing to CLEC customers located within the geographic scope of publisher's Yellow Pages directories and distribution of Yellow Pages directories to CLEC customers.
- 75.4.3. Embarq will request that its publisher make directory advertising available to CLEC customers on a nondiscriminatory basis and subject to the same terms and conditions that such advertising is offered to Embarq and other CLEC customers. Directory advertising will be billed to CLEC customers by directory publisher.

- 75.4.4. Embarq will request that its publisher use commercially reasonable efforts to ensure that directory advertising purchased by customers who switch their service to CLEC is maintained without interruption.
 - 75.4.5. Embarq will request that its publisher make available information pages, in addition to any information page or portion of an information page containing critical contact information as described above in Section 0, subject to applicable directory publisher guidelines, criteria, and regulatory requirements.
 - 75.4.6. The directory publisher shall maintain full authority as publisher over its publishing policies, standards and practices, including decisions regarding directory coverage area, directory issue period, compilation, headings, covers, design, content or format of directories, and directory advertising sales.
- 75.5. Directory Assistance Data.
- 75.5.1. Directory Assistance Data consists of information within residential, business, and government subscriber records that can be used to create and maintain databases for the provision of live or automated operator assisted Directory Assistance.
 - 75.5.2. Under a separate agreement, Embarq will provide CLEC with unbundled and non-discriminatory access to the residential, business and government subscriber records for the purpose of obtaining Directory Assistance Data that is needed to enable telephone exchange CLECs to swiftly and accurately respond to requests by end-users for directory information, including, but not limited to name, address and phone numbers. The separate agreement shall provide for each of the following:
 - (a) Subscriber records. CLEC shall have access to the same subscriber record information that Embarq used to create and maintain its databases for the provision of live or automated operator assisted Directory Assistance.
 - (b) Data Transfer. Embarq shall provide to CLEC, at CLEC's request, all published Subscriber List Information (including such information that resides in Embarq's master subscriber system/accounts master file for the purpose of publishing directories in any format as specified by the Act) via an electronic data transfer medium and in a mutually agreed to format, on the same terms and conditions and at the same rates that the Embarq provides Subscriber List Information to itself or to other third parties. All changes to the Subscriber List Information shall be provided to CLEC pursuant to a mutually agreed format and schedule. Both the initial List and all subsequent Lists shall

indicate for each subscriber whether the subscriber is classified as residence or business class of service.

PART K – REPORTING STANDARDS

76. GENERAL

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

PART L – COLLOCATION

77. SCOPE OF COLLOCATION TERMS

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

78. TERMINATION OF COLLOCATION SPACE

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

considered abandonment and Embarq will have the right to remove the equipment and other property of CLEC or the CLEC's Guest at CLEC's expense and with no liability for damage or injury to CLEC's property.

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

79. COLLOCATION OPTIONS

- 79.1. Embarq will offer Collocation Space to allow CLEC to collocate its equipment and facilities, and without requiring the construction of a cage or similar structure. Embarq shall make cageless collocation available in single bay increments. For equipment requiring special technical considerations, CLEC must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to this Agreement.
- 79.2. Embarq will authorize the enclosure of CLEC's equipment and facilities at CLEC's option. Embarq will provide guidelines and specifications upon request.

Based on CLEC's request, space and cage enclosures in amounts as small as that sufficient to house and maintain a single rack or bay or equipment will be made available. At CLEC's option, Embarq will permit CLEC to arrange with a third party vendor to construct a Collocation Arrangement enclosure at CLEC's sole expense. CLEC's third party vendor will be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The third party vendor shall bill CLEC directly for all work performed for CLEC and Embarq will have no liability for nor responsibility to pay such charges imposed by the third party vendor. CLEC must provide the local Embarq building contact with one Access key used to enter the locked enclosure. Except in case of emergency, Embarq will not access CLEC's locked enclosure prior to notifying CLEC and obtaining authorization.

- 79.2.1. Embarq has the right to review CLEC's plans and specifications prior to allowing construction to start. Embarq will complete its review within fifteen (15) Days of receipt of such plans. Embarq has the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. Embarq can require CLEC to remove or correct, at its cost, any structure that does not meet these plans.
- 79.3. CLEC may allow other telecommunications carriers to share its caged collocation arrangement pursuant to terms and conditions agreed to by CLEC ("Host") and other telecommunications carriers ("Guests"). CLEC will notify Embarq in writing upon execution of any agreement between the Host and its Guest within twelve (12) Days of its execution. Further, such notice shall include the name of the Guest(s) and their term of agreement, and shall contain a certification by CLEC that said agreement imposes upon the Guest(s) the same terms and conditions (excluding rates) for collocation space as set forth in this Agreement.
- 79.3.1. As Host, CLEC will be the sole interface and responsible party to Embarq for the purpose of submitting applications for initial and additional equipment placements of Guest (to the extent required under other Sections of this Agreement); for assessment and payment of rates and charges applicable to the Collocations space; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. In making shared cage arrangements, Embarq will not increase the cost of site preparation or nonrecurring charges above the cost of provisioning a similar caged arrangement to a CLEC.
 - 79.3.2. Embarq will not place unreasonable restrictions on CLEC's use of a cage, and as such will allow CLEC to contract with other CLECs to share the cage in a sublease type arrangement. If two (2) or more CLECs that have interconnection agreements with Embarq utilize a shared collocation cage, Embarq will permit each CLEC to order UNEs and provision service from the shared collocation space, regardless of which CLEC was the original collocater.

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

- 79.6. Embarq will provide virtual collocation, subject to being technically feasible, if physical collocation is not practical for technical reasons or because of space limitations and in accordance with the Act (including 47 USC § 251(c)(6) and 47 CFR § 51.321).
- 79.6.1. CLEC may lease to Embarq, at no cost to Embarq, equipment that meets applicable FCC requirements and in accordance with this Agreement, for the sole purpose of having Embarq install and maintain the equipment in accordance with terms and conditions mutually agreed upon by the Parties.
- 79.6.2. Virtually collocated equipment shall be purchased by CLEC. Embarq does not assume any responsibility for the design, engineering, testing or performance for the end-to-end connection of CLEC's equipment, arrangement or facilities.
- 79.6.3. Embarq will install, maintain, and repair CLEC's collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Embarq, Embarq's affiliates or third parties. The following services are not covered by this Agreement:
- (a) services to resolve software or hardware problems resulting from products provided by parties other than Embarq or causes beyond the control of Embarq;
 - (b) service of attached, related, collateral or ancillary equipment or software not covered by this Section;
 - (c) repairing damage caused to CLEC's collocated equipment by persons other than Embarq, or its authorized contractors, or
 - (d) repairing damage to other property or equipment caused by operation of CLEC's collocated equipment and not caused by the sole negligence of Embarq.
- 79.6.4. CLEC warrants that Embarq shall have quiet enjoyment of the equipment. Embarq will be entitled to the benefit of any applicable manufacturer's warranties and indemnities and, to the extent assignable, such warranties and indemnities are hereby assigned by CLEC for the benefit of Embarq and CLEC shall take all reasonable action to enforce such warranties and indemnities where available to Embarq. CLEC shall execute, upon presentation, such documents and instruments as may be required to allow Embarq manufacturer's warranty coverage for any equipment. CLEC warrants that it has full authority to lease the equipment under the terms and conditions set forth herein and that there are no restrictions, legal or otherwise, which would preclude it from so doing.

- (a) In the event Embarq's right to quiet enjoyment is breached, either by CLEC's failure to make or cause to be made payment to the equipment manufacturer of the full purchase price for the equipment when such payment becomes due, or otherwise, Embarq may give written notice to CLEC and all of Embarq's obligations relating to the affected equipment shall terminate immediately.

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

80. DEMARCATION POINT

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

81. APPLICATION PROCESS

- 81.1. Upon CLEC's selection of a Premises in which it desires to collocate its Equipment, Embarq will provide a then current collocation application form (the "Application") to CLEC. CLEC will submit an Application when initially requesting Collocation Space, or modifying the use of the Collocation Space. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in CLEC's Collocation Space(s), the amount of square footage required (or, in the case of Cageless Collocation, bay space) for the current year plus the next calendar year from the date of application, as well as the associated power requirements, floor loading, and heat release of each piece.
 - 81.1.1. CLEC will complete the Application, and return it, along with the appropriate Application Fee, to Embarq. The Application shall include complete details of the collocation and interconnection requested,

including, but not limited to, specific floor space, power, and environmental conditioning requirements. Embarq will not process an Application until both the Application and the applicable Application fee are received.

- 81.1.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space together with payment of the appropriate Application Augment Fee. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions.
 - 81.1.3. Where CLEC modifies the use of the Collocation Space or adds equipment that requires no additional engineering or preparation work on the part of Embarq, Embarq will not impose additional charges or additional intervals that would delay CLEC's operation. CLEC will notify Embarq of the modifications or additional equipment prior to installation.
 - 81.1.4. If Collocation Space is unavailable or CLEC withdraws its request, the Application fee, less the costs incurred by Embarq (e.g., engineering record search and administrative activities required to process the Application) will be refunded.
- 81.2. If CLEC wishes Embarq to consider multiple methods for collocation on a single Application, CLEC will need to include in each Application a prioritized list of its preferred methods of collocating, e.g., caged, shared, or other, as well as adequate information, (e.g., specific layout requirements, cage size, number of bays, requirements relative to adjacent bays, etc.) for Embarq to process the Application for each of the preferred methods. If CLEC provides adequate information and its preferences with its Application, Embarq may not require an additional Application, nor would CLEC be required to restart the quotation interval should its first choice not be available in a requested Premises. Only one collocation arrangement will be provisioned per Application. Embarq will not select for CLEC the type of collocation to be ordered.
- 81.3. Within ten (10) Days after receiving CLEC's Application for collocation, Embarq will inform CLEC whether the Application meets each of Embarq's established collocation standards. Should CLEC submit a revised Application curing any deficiencies in an Application for collocation within ten Days after being informed of them, CLEC shall retain its original position within any collocation queue that Embarq maintains. If Embarq informs CLEC that there is a deficiency in an Application, Embarq will provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency.

- 81.4. All revisions to an initial request for a Physical Collocation Arrangement submitted by CLEC must be in writing. A new interval for the Physical Collocation Arrangement will be established which shall not exceed two months beyond the originally established date. CLEC will be required to pay any applicable Application fees.
- 81.5. Embarq shall provide confirmation of space availability within ten (10) Days of receipt of a complete and accurate Application and applicable Application fee for one (1) to five (5) Applications submitted. Space availability response will be increased by five (5) Days for every five (5) additional Applications received.
- 81.5.1. Embarq will notify CLEC in writing as to whether its request for Collocation Space has been granted or denied due to lack of space. The notification will also include a possible future space relief date, if applicable.
- 81.5.2. In order to increase the amount of space available for collocation, Embarq will, upon request, remove obsolete unused equipment, from its Premises to increase the amount of space available for collocation.
- 81.6. After notifying the CLEC that Embarq has no available space for Physical Collocation in the requested Central Office (“Denial of Application”), Embarq will allow the CLEC, upon request, to tour the entire Central Office within ten (10) Days, or other mutually agreeable timeframe, of such Denial of Application. In order to schedule said tour the request for a tour of the Central Office must be received by Embarq within five (5) Days of the Denial of Application.
- 81.6.1. If CLEC contests Embarq’s notice that there is not sufficient space for Physical Collocation in the Central Office, the parties agree to seek expedited resolution of the dispute at the Commission pursuant to § 251(c)(6) of the Act. If the Commission determines that space is not available, Embarq will not be required to conduct a review of floor space availability in the same central office more frequently than once every six months.
- 81.6.2. On a first come, first serve basis, Embarq will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate.
- 81.6.3. Embarq will simultaneously notify the telecommunications carriers on the waiting list when space becomes available if there is enough space to accommodate additional collocation. Subsequent to the granting of a Petition for Waiver, if CLEC has been denied Physical Collocation space at an Embarq Premises and challenges Embarq on space availability at said Premises, CLEC will be given priority for space assignment if, as a result of the challenge, space is found to be available. CLEC will reaffirm its collocation request within thirty (30) Days of

such notification; otherwise, it will be dropped to the bottom of the list. Upon request, Embarq will advise CLEC as to its position on the list.

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

82. SPACE RESERVATION

- 82.1. The parties may reserve physical collocation space for their own specific uses for the remainder of the current year, plus twelve (12) months in accordance with Section **Error! Reference source not found.** Neither Embarq, nor any of its affiliates, will reserve space for future use on terms more favorable than those that apply to other telecommunications carriers seeking to reserve collocation space for their own future use.

83. PROVISIONING INTERVALS

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

84. CONSTRUCTION AND COMMENCEMENT OF BILLING

- 84.1. Embarq shall permit CLEC or its designated subcontractor to perform the construction of physical collocation space, provided however, that any such CLEC subcontractor shall be subject to Embarq's security standards. Embarq reserves the right to reject any CLEC subcontractor upon the same criteria that Embarq would use on its own subcontractors. CLEC will notify Embarq in writing when construction of physical collocation space is complete.
- 84.2. Embarq shall have the right to inspect CLEC's completed installation of equipment and facilities prior to CLEC turning up such equipment and facilities. CLEC shall provide written notification to Embarq when CLEC has completed its installation of equipment and facilities in the Collocation space, and Embarq shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify CLEC that Embarq is not exercising its right to inspect such Collocation space at that time and that CLEC may turn up its equipment and facilities. Failure of Embarq to either inspect the Collocation space or notify CLEC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by Embarq not to inspect such Collocation space. CLEC shall have the right to be present at such inspection, and if CLEC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of CLEC's Collocated equipment and facilities, CLEC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.
- 84.3. To the extent Embarq performs the construction of the Physical Collocation Arrangement, Embarq shall construct the Collocated Space in compliance with a mutually agreed to collocation request. Any deviation to CLEC's order must thereafter be approved by CLEC. The Parties acknowledge that CLEC approved deviations may require additional construction time and may incur additional CLEC expenses. CLEC shall pay the incremental cost incurred by Embarq as the result of any Revision to the Collocation request. CLEC will pay all applicable fees, including any nonrecurring charges required by Embarq, prior to Embarq commencing construction of the collocation space.
- 84.4. CLEC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by Embarq to prepare the Collocation space for the installation of CLEC's equipment and for extraordinary costs to maintain the Collocation space for CLEC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire

suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system (if available) or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. Embarq will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, CLEC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to CLEC prior to commencing such work. Extraordinary costs will only be billed to CLEC if such costs have been authorized by CLEC. Embarq must advise CLEC if extraordinary costs will be incurred.

- 84.5. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents.
- 84.6. Embarq will notify CLEC when construction of a Collocation Space is complete. The Parties will complete an acceptance walk through of each provisioned Collocation Space. Embarq will commence to correct any deviations to CLEC's original or jointly amended requirements within five (5) Days after the walk through. If CLEC does not conduct an acceptance walk through within fifteen (15) Days of the notification that the Collocation Space construction is complete, CLEC will be deemed to have accepted the Collocation Space and billing will commence.
- 84.7. CLEC must submit a written request to cancel its order for Physical, Caged, Shared Cage, Adjacent Space, or Virtual Collocation. CLEC will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.

85. EQUIPMENT

- 85.1. CLEC may only locate equipment necessary for interconnection to Embarq or accessing Embarq's unbundled network elements in accordance with Applicable Rules, including but not limited to 47 USC 251(C)(3), 47 USC 251(C)(2), and 47 CFR 51.323(b-c).
- 85.2. CLEC's equipment and facilities shall not be placed or operated in such a manner that creates hazards or causes physical harm to any individual or the public. CLEC is responsible for the shipping delivery of all equipment or materials associated with the collocation arrangement, and CLEC shall instruct equipment vendors to ship equipment or materials directly to the CLEC or their Embarq approved contractor on the CLEC's behalf. No CLEC equipment or supplies may be delivered (other than by CLEC or their Embarq approved contractor) to a Premises containing the Collocation Space, nor shall such equipment or supplies be stored or staged outside of the licensed Collocation Space.

- 85.3. All equipment to be collocated must meet Level 1 safety requirements as set forth in Telcordia Network Equipment and Building Specifications (“NEBS”), but Embarq will not impose safety requirements on CLEC that are more stringent than the safety requirements it imposes on its own equipment. If Embarq denies collocation of CLEC's equipment, citing safety standards, Embarq must provide to CLEC within five (5) Business Days of the denial a list of all equipment that Embarq locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Embarq contends the competitor's equipment fails to meet. In the event that Embarq believes that the collocated equipment is not necessary for interconnection or access to unbundled network elements or determines that CLEC's equipment does not meet NEBS Level 1 safety requirements, CLEC will be given ten (10) Days to comply with the requirements or remove the equipment from the collocation space. If the parties do not resolve the dispute, the Parties may file a complaint at the Commission seeking a formal resolution of the dispute. While the dispute is pending, CLEC will not install said equipment.
- 85.4. CLEC must notify Embarq in writing that collocation equipment installation is complete and is operational with Embarq's network. If CLEC fails to place operational telecommunications equipment in the collocated space and either interconnect to Embarq or install UNEs to its collocation arrangement (per 47 USC 251 §251(c)(6)) within one-hundred-eighty (180) Days of CLEC's acceptance of Embarq's price quote, or other time period mutually agreed to by the CLEC and Embarq, Embarq may terminate the applicable Collocation Space upon written notice. CLEC will reimburse Embarq for any actual expenses incurred and not already paid, which may include incidental equipment costs, material ordered, provided or used; labor; transportation, DS0, DS1 and DS3 cable and all other associated costs.
- 85.5. If CLEC has provisioned services to any customers without being in compliance with 85.4 above, CLEC will be billed access rates for all services for the period beginning with the installation of the services until the collocation arrangement is decommissioned or until it is brought into compliance.

86. AUGMENTS AND ADDITIONS

- 86.1. When CLEC modifies the Collocation Arrangement or adds equipment that requires no additional space preparation work on the part of Embarq, Embarq may not impose additional charges or additional intervals that would delay the CLEC's operation. CLEC will notify Embarq of the modifications or additional equipment prior to installation.
- 86.2. In the event CLEC desires to modify or decommission the use of the Collocation Space in a manner that requires additional engineering or preparation work by Embarq, CLEC will complete a subsequent Application detailing all information regarding the modification to the Collocation Space. Such modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and

equipment additions. A major or minor Augments fee will apply. Major Augments include adding or removing power cables, entrance cables, cross-connect cables and switchboard cables. Minor Augments include changes to DC power fuses and extensions of occasional use AC power circuits used temporarily for outlets and light.

- 86.3. CLEC must submit an Application and applicable Application fee to obtain a price quote. CLEC must provide an accurate front equipment view (a.k.a. rack elevation drawing) specifying bay(s) for the CLEC's point of termination. The price quote will contain the charges and the construction interval for that application. The construction interval for augments will not exceed ninety (90) Days from BFFO. If special or major construction is required, Embarq will work cooperatively with CLEC to negotiate mutually agreeable construction intervals for augments.

87. USE OF COMMON AREAS

- 87.1. CLEC, its employees, agents and invitees shall have a non-exclusive right to use those portions of the common area of the Building as are designated by Embarq from time to time, including, but not limited to, the right to use rest rooms in proximity to the Collocation Space, corridors and other access ways from the entrance to the Building, the Collocation Space, and the parking areas for vehicles of persons while working for or on behalf of CLEC at the Collocation Space; provided, however, that Embarq shall have the right to reserve parking spaces for Embarq's exclusive use or use by other occupants of the Building. Embarq does not guarantee that there is or will be sufficient parking spaces in parking areas to meet CLEC's needs. Embarq does not guarantee that restroom facilities or water will be available. All common areas shall remain under the exclusive control and management of Embarq, and Embarq shall have the right to change the level, location and arrangement of parking areas and other common areas, as Embarq may deem necessary. Use of all common areas shall be subject to such reasonable rules and regulations as Embarq may from time to time impose, consistent with CLEC's right to access its Collocation Space.
- 87.2. Embarq, where water is available for its own use, shall furnish running water from regular Building outlets for drinking, lavatory and toilet purposes drawn through fixtures installed by Embarq, for the non-exclusive use of CLEC, Embarq and any other building occupant. CLEC shall not waste or permit the waste of water.
- 87.3. Embarq shall furnish Building and Premises security in accordance with its normal business practices. Other than the locks on the entrances to the Collocation Space, Embarq shall provide no security specific to CLEC's Collocation Space. Embarq shall not be liable to CLEC or any other party for loss of or damage to the Collocation Space or CLEC equipment unless Embarq has failed to provide Building and Premises security in accordance with its normal business practices.

87.4. Embarq shall furnish passenger elevator service as necessary to reach the Collocation Space or common areas to which CLEC has access pursuant to the terms of this Agreement twenty-four (24) hours a day, seven (7) days a week. Freight elevator service when used by CLEC's contractors, employees or agents shall be provided in a non-discriminatory manner as reasonably determined by Embarq.

88. CO-CARRIER CROSS CONNECTION

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

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

88.1.2. Embarq, at its sole discretion, shall permit CLEC to self-provision CCXCs to interconnect its network with that of another adjacently collocated Telecommunications Carrier in the same Embarq Premises without application.

88.1.3. In those cases where CLEC's Virtual and/or Physical Collocation space is adjacent in the Central Office, CLEC may have the option, at Embarq's sole discretion, of using CLEC's own technicians to deploy direct connections ("DCs") using either electrical or optical facilities between the collocation spaces and constructing its own dedicated cable support structure according to Embarq's technical and safety standards.

88.2. The term "Adjacent" in this Section **Error! Reference source not found.** refers to collocation arrangements in the same Premises that have a common border; and is not referring to the form of Physical Collocation as described in 47 CFR 51.323(k)(3).

89. RATES

89.1. The rates for collocation are listed on Table Two.

89.2. If CLEC is the first collocater in the Embarq premises, CLEC will not be responsible for the entire cost of site preparation and security. However, ancillary

charges for unique collocator requests for collocation options directly attributable to the requesting collocator will not be prorated. Examples include power arrangements, remote switch module related options and POT bay-related options.

89.3. The rates and charges in this Agreement do not include costs for any Americans with Disability Act (ADA) construction generated or caused by the physical collocation space request. If required, ADA construction will be provided on an ICB. If Embarq is required to upgrade a Premises, or portion of the Premises to comply with the ADA which arises as a direct result of CLEC's Collocation Arrangement, Embarq will prorate the total forward-looking economic cost of the upgrade, and allocate the charge to each CLEC collocated within the Premises, based on the total space utilized by each collocated CLEC. Should Embarq benefit in any way whatsoever from the ADA upgrades, it shall share in the proration of costs. Should Embarq be the sole beneficiary of an upgrade (*e.g.*, an upgrade would have had to be made regardless of whether or not a CLEC was collocated in the Premises), Embarq shall absorb all of the costs related to such an upgrade.

89.4. Facility Modifications

- 89.4.1. To the extent that a modification is made for the specific benefit of any particular party, costs of modification are to be proportionately born by those who directly benefit including the ILEC. The cost is allocated using the proportion of the new space occupied to the total new space made available.
- 89.4.2. If a non-requesting party benefits from the modification, *e.g.*, using the opportunity to bring their equipment or arrangement into compliance with certain standards, or making adjustments leading to improvement, then the party will be deemed to be sharing. This party will be responsible for its share of the modification costs.
- 89.4.3. None of the costs will be allocated to a third party that gains incidental benefit, but did not cause the modification or modify their facilities.
- 89.4.4. If a current user of space subsequently initiates new uses of the modified facility by other parties to avoid modification costs or if new entrants use the facility, they will share in the modification costs. The modifying party(s) may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. If measurable depreciation has occurred as a result of the modification, the subsequent party may pay a lower cost.
- 89.4.5. Parties requesting or joining in a modification also will be responsible for resulting costs to maintain the facility on an ongoing basis.

90. EMBARQ SERVICES AND OBLIGATIONS

- 90.1. Embarq shall furnish air conditioning and/or other environmental controls for the area in which the Collocation Space is located in a manner consistent with those provided elsewhere in the building. Embarq shall furnish air conditioning and/or other environmental controls for the Collocation Space based on information provided by CLEC to Embarq in its Application which CLEC hereby represents to Embarq is sufficient to allow the CLEC equipment to function without risk of harm or damage to the Collocation Space, the building or any equipment or facilities of Embarq or any other occupant of the building. These environmental conditions shall adhere to Telcordia Network Equipment Building System (NEBS) standards GR-63-CORE Issue 2 or other mutually agreed upon standards.
 - 90.1.1. If CLEC locates equipment or facilities in the Collocation Space which Embarq determines, in the exercise of its sole discretion, affect the temperature or other environmental conditions otherwise maintained by Embarq in the building, Embarq reserves the right to provide and install supplementary air conditioning units or other environmental control devices in the Collocation Space, and the cost of providing, installing, operating and maintaining any such supplementary air conditioning units or other environmental control devices made necessary solely by CLEC's equipment or facilities shall be paid by CLEC to Embarq. If supplementary air conditioning units or other environmental control devices are required for more than one CLEC each CLEC will pay a pro-rata share of such costs, in proportion to the space occupied by each as compared to the total space available for collocation.
- 90.2. If Embarq, in the exercise of its reasonable business judgment, determines that the electricity provided to CLEC pursuant to this Section is insufficient to support the activity being carried on by the CLEC in the Collocation Space, Embarq may require the installation of additional electrical circuits to provide CLEC with additional electricity and CLEC shall reimburse Embarq for any expenses incurred in making such additional electrical circuits available to CLEC's Collocation Space. CLEC shall also pay for additional electricity provided via these circuits.
 - 90.2.1. CLEC covenants and agrees that Embarq shall not be liable or responsible to CLEC for any loss, damage or expense which CLEC may sustain or incur if either the quality or character of electrical service is changed or is no longer suitable for CLEC's requirements.
 - 90.2.2. CLEC agrees to request in writing, via a complete and accurate Application, all electrical needs to power its equipment. The Application shall contain the total power needs, the date needed, and the exact location where termination of the electrical power shall occur. Actual power usage of the CLEC's equipment shall not exceed the requested capacity.