

end-user customer and ending on the end date of the Contract Service Arrangement, Special Arrangement or ICB. Embarq will apply the rate in the Contract Service Arrangement, Special Arrangement or ICB in accordance with Section 39.1.

- 39.1.4. Customer Owned Coin Operated Telephone (COCOT) or Pay Telephone Access lines will not be resold to payphone service providers at wholesale prices under this Agreement.
- 39.1.5. For Telecommunications Services that are offered by Embarq to its end users and that are available for resale, the rules and regulations associated with Embarq's retail Tariff(s) shall apply when the services are resold by CLECINTRADO COMM. Use limitations shall be in Parity with services offered by Embarq to its end users.
- 39.1.6. Except as set forth above and as may be allowed by the FCC or Commission, Embarq shall not place conditions or restrictions on CLECINTRADO COMM's resale of wholesale regulated Telecommunications Services, except for restrictions on the resale of residential service to other classifications (e.g., residential service to business customers) and for promotions of ninety (90) Days or less in length. In addition, CLECINTRADO COMM shall be prohibited from marketing its products using the Embarq product name (e.g., CLECINTRADO COMM may purchase the features package called "Embarq Essential" but shall be prohibited from reselling this product using the Embarq brand name or the Embarq product name). Every regulated retail service rate, including promotions over ninety (90) Days in length, discounts, and option plans will have a corresponding wholesale rate. Embarq will make wholesale Telecommunications Service offerings available for all new regulated services at the same time the retail service becomes available.
- 39.1.7. Voice Mail Service is not a Telecommunications Service available for resale under this Agreement. However, where available, Embarq shall make available for Local Resale the SMDI-E (Station Message Desk Interface-Enhanced), or SMDI (Station Message Desk Interface) where SMDI-E is not available, feature capability allowing for Voice Mail Services. Embarq shall make available the MWI (Message Waiting Indicator) interrupted dial tone and message waiting light feature capabilities where technically available. Embarq shall make available CF-B/DA (Call Forward on Busy/Don't Answer), CF/B (Call Forward on Busy), and CF/DA (Call Forward Don't Answer) feature capabilities allowing for Voice Mail services. Where available, CLECINTRADO COMM may purchase Voice Mail Service and related services for its end users at Embarq's retail rates.
- 39.1.8. Hospitality Service. Embarq shall provide all blocking, screening, and all other applicable functions available for hospitality lines under tariff.

39.1.9. LIDB Administration

- (a) Embarq shall maintain customer information for CLECINTRADO COMM customers who subscribe to resold Embarq local service dial tone lines, in Embarq's LIDB in the same manner that it maintains information in LIDB for its own similarly situated end-user subscribers. Embarq shall update and maintain the CLECINTRADO COMM information in LIDB on the same schedule that it uses for its own similarly situated end-user subscribers.
- (b) Until such time as Embarq's LIDB has the software capability to recognize a resold number as CLECINTRADO COMM's, Embarq shall store the resold number in its LIDB at no charge and shall retain revenue for LIDB look-ups to the resold number.

39.1.10. Embarq will continue to provide Primary Interexchange Carrier ("PIC") processing for end-users obtaining resold service from CLECINTRADO COMM. Embarq will bill and CLECINTRADO COMM will pay any PIC change charges. Embarq will only accept said requests for PIC changes from CLECINTRADO COMM and not from CLECINTRADO COMM's end users.

## PART E – UNBUNDLED NETWORK ELEMENTS

## 40. GENERAL

40.1. Pursuant to the following terms, Embarq will unbundle and separately price and offer Unbundled Network Elements (“UNEs”). CLECINTRADO COMM shall pay Embarq each month for the UNEs provisioned, and shall pay the non-recurring charges listed in Table One or agreed to by the Parties. It is CLECINTRADO COMM's obligation to combine Embarq-provided UNEs with any facilities and services that CLECINTRADO COMM may itself provide.

## 41. USE OF UNBUNDLED NETWORK ELEMENTS

41.1. Embarq shall offer UNEs to CLECINTRADO COMM for the purpose of offering Telecommunications Service to CLECINTRADO COMM subscribers. Embarq shall offer UNEs to CLECINTRADO COMM on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

41.2. CLECINTRADO COMM may use one or more UNEs to provide any feature, function, capability, or service option that such UNE(s) is (are) technically capable of providing, except as otherwise limited herein. Except as provided elsewhere in this Agreement, it is CLECINTRADO COMM's obligation to combine Embarq provided UNEs with any and all facilities and services whether provided by Embarq, CLECINTRADO COMM, or any other party. CLECINTRADO COMM may Commingle UNEs with Wholesale Services or Tariffed access services obtained from Embarq as provided for in this Agreement.

41.3. Each UNE provided by Embarq to CLECINTRADO COMM shall be at Parity with the quality of design, performance, features, functions, capabilities and other characteristics, that Embarq provides to itself, Embarq's own subscribers, to an Embarq Affiliate or to any other Telecommunications Carrier requesting access to that UNE.

41.4. CLECINTRADO COMM may use Network Elements provided under this Agreement for any Telecommunications Service subject to the conditions listed below. By placing an order for UNEs, CLECINTRADO COMM certifies that these requirements are met.

41.4.1. Any combination of the following, where both are provided by Embarq, are subject to the EEL use restrictions in Section 53. Such restrictions apply irrespective of the manner in which the loops and transport are combined

- (a) high capacity loops (DS1, DS3), to the extent available, and special access transport (a commingled facility); or

- (b) special access channel terminations (DS1, DS3) and Dedicated Transport (DS1, DS3), to the extent available (a commingled facility), or
  - (c) high capacity loops (DS1, DS3) and Dedicated Transport (DS1, DS3).
- 41.4.2. CLECINTRADO COMM may not order or use a UNE for the exclusive provision of Mobile Wireless Service. Facilities connecting Embarq's network and CMRS carriers' networks do not qualify as UNEs and will not be available to CLECINTRADO COMM as UNEs.
- 41.4.3. CLECINTRADO COMM may not order or use a UNE for the exclusive provision of Interexchange Services (*i.e.*, interLATA or intraLATA long distance). Facilities connecting Embarq's network and interexchange carriers' networks used by the interexchange carrier to exclusively provide such services to end users do not qualify as UNEs and will not be available to CLECINTRADO COMM as UNE.
- 41.4.4. CLECINTRADO COMM must use any UNE purchased from Embarq for the purpose of providing eligible telecommunications services (not exclusively Mobile Wireless Service or Interexchange Services). CLECINTRADO COMM may use a UNE for the provision of Interexchange Services, Mobile Wireless Service, or Information Services, if CLECINTRADO COMM is also providing an eligible telecommunications service over the same UNE. CLECINTRADO COMM may not order or use a UNE for the sole purpose of selling it to another carrier for the exclusive provision of Mobile Wireless Service or Interexchange Services.
- 41.4.5. An Information Service is not an eligible telecommunications service except that CLECINTRADO COMM can use unbundled loops to provide xDSL services in accordance with this Agreement.

## 42. BONA FIDE REQUEST PROCESS

- 42.1. Embarq shall promptly consider and analyze CLECINTRADO COMM requests for unbundled Network Elements included in this Agreement that are not currently developed by Embarq, network information that is reasonably required to determine what unbundled Network Elements it needs to serve a particular customer or development of and changes to Embarq work processes related to ordering, provisioning or installation of unbundled Network Elements with the submission of a Bona Fide Request ("BFR") hereunder.
- 42.2. A BFR shall be submitted in writing on the Embarq Standard BFR Form and shall include a clear technical description of each request.

- 42.3. CLECINTRADO COMM may cancel a BFR at any time, but shall pay all reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation.
- 42.4. Within ten (10) Days of its receipt, the Embarq shall acknowledge receipt of the BFR.
- 42.5. Except under extraordinary circumstances, within thirty (30) Days of its receipt of a BFR, the Embarq shall provide to CLECINTRADO COMM a preliminary analysis of such BFR.
- 42.6. Upon receipt of the preliminary analysis, CLECINTRADO COMM shall, within thirty (30) Days, notify Embarq, in writing, of its intent to proceed or not to proceed.
- 42.7. Embarq shall promptly proceed with the BFR upon receipt of written authorization from CLECINTRADO COMM. When it receives such authorization, Embarq shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.
- 42.8. As soon as feasible, but not more than ninety (90) Days after its receipt of authorization to proceed with developing the BFR, Embarq shall provide to CLECINTRADO COMM a BFR Quote which will include, at a minimum, a description of each service, the availability, the applicable rates and the installation intervals.
- 42.9. Within thirty (30) Days of its receipt of the BFR Quote, CLECINTRADO COMM must either confirm, in writing, its order for the BFR pursuant to the BFR Quote or if a disagreement arises, seek resolution of the dispute under the Dispute Resolution procedures in Part B of this Agreement.
- 42.10. If a Party to a BFR believes that the other Party is not requesting, negotiating or processing the BFR in good faith, or disputes a determination, or price or cost quote, such Party may seek resolution of the dispute pursuant to the Dispute Resolution provisions in Part B of this Agreement.

#### 43. INDIVIDUAL CASE BASIS PRICING

- 43.1. Individual Case Basis (ICB) pricing will be provided by Embarq upon request from the CLECINTRADO COMM for customer specific rates or terms for network services and features for UNEs that are not otherwise provided for in this Agreement.
- 43.2. Embarq will process ICB Pricing requests upon receipt from the CLECINTRADO COMM. Embarq will provide CLECINTRADO COMM a price quote within thirty (30) Business Days from the receipt of the request. Price quote intervals may vary depending upon the complexity of the request but shall not exceed thirty (30) Business Days from the receipt of the request.

#### 44. NETWORK INTERFACE DEVICE

- 44.1. Embarq will offer unbundled access to the network interface device element (NID). The NID is defined as any means of interconnection of end-user customer premises wiring to an incumbent LEC's distribution plant, such as a cross connect device used for that purpose. This includes all features, functions, and capabilities of the facilities used to connect the loop to end-user customer premises wiring, regardless of the specific mechanical design.
- 44.2. The function of the NID is to establish the network demarcation point between a LEC (ILEC/CLECINTRADO COMM) and its subscriber. The NID provides a protective ground connection, protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable.
- 44.3. CLECINTRADO COMM may connect its NID to Embarq's NID; may connect an unbundled loop to CLECINTRADO COMM's NID; or may connect CLECINTRADO COMM's own Loop to Embarq's NID, except that CLECINTRADO COMM may not disconnect Embarq's loop and leave it disconnected from Embarq's NID. Embarq will provide one NID termination with each loop. If additional NID terminations are required, CLECINTRADO COMM may request them pursuant to the process detailed in the Bona Fide Request Section herein.
- 44.4. Embarq will provide CLECINTRADO COMM with information that will enable their technician to locate end user inside wiring at NIDs terminating multiple subscribers. Embarq will dispatch a technician and tag the wiring at the CLECINTRADO COMM's request. In such cases the charges specified in Table One will apply.
- 44.5. Embarq will not provide specialized (Embarq non-standard) NIDS.
- 44.6. The Embarq NID shall provide a clean, accessible point of connection for the inside wiring and for the distribution media and/or cross connect to CLECINTRADO COMM's NID and shall maintain a connection to ground that meets applicable industry standards. Each Party shall ground its NID independently of the other party's NID.
- 44.7. When requested, Embarq will provide NIDs separately from loops for a separate price as shown in Table One. A NID will be provided with each unbundled loop and is included in the loop pricing shown in Table One.

#### 45. LOOP

- 45.1. Embarq will provide CLECINTRADO COMM access to Local Loops, including Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. The following section includes the terms and conditions for Copper Loops, DS1 Loops, DS3 Loops, Hybrid Loops, FTTC Loops and FTTH Loops. Terms and conditions for making any network modifications resulting from CLECINTRADO COMM's request for Local Loops are contained in

Section ~~Error! Reference source not found.~~~~Error! Reference source not found.~~~~54.~~

- 45.2. At CLECINTRADO COMM's request, and if Technically Feasible, Embarq will test and report trouble on conditioned loops for all of the line's features, functions, and capabilities, and will not restrict its testing to voice-transmission only. Testing shall include Basic Testing and Cooperative Testing. Optional Cooperative Testing and Joint Testing are performed only at CLECINTRADO COMM's request. To the extent CLECINTRADO COMM requests testing that would require Embarq to purchase new equipment, establish new procedures, or make systems modifications, CLECINTRADO COMM will compensate Embarq for costs incurred to provide such testing. Request for additional testing must be submitted pursuant to the BFR Process in Section ~~Error! Reference source not found.~~~~Error! Reference source not found.~~~~42.~~
- 45.2.1. Basic Testing shall include simple metallic measurements only. Basic Testing does not include cooperative or joint testing efforts that require Embarq's technician to work jointly with CLECINTRADO COMM's staff ("Cooperative Testing" or "Joint Testing").
- 45.2.2. Cooperative testing is provided on service order activity only and will be provided by Embarq at CLECINTRADO COMM's expense. Embarq technicians will try to contact CLECINTRADO COMM's representative at the conclusion of installation. If the CLECINTRADO COMM does not respond within three (3) minutes, Embarq may, in its sole discretion, continue its attempts to contact the CLECINTRADO COMM's representative, and bill the CLECINTRADO COMM in increments of 15 minutes for the technician's time for so long as such efforts continue, or Embarq may abandon the test and CLECINTRADO COMM will be charged for the test and any additional technician time involved.
- 45.2.3. Joint Testing is provided on maintenance activity only and will be provided by Embarq at CLECINTRADO COMM's expense, when requested. Embarq technicians will try to contact CLECINTRADO COMM's representative to initiate Joint Testing after completing the requested activity. If the CLECINTRADO COMM does not respond within three (3) minutes, Embarq may, in its sole discretion, continue its attempts to contact the CLECINTRADO COMM's representative, and bill the CLECINTRADO COMM in increments of 15 minutes for the technician's time for so long as such efforts continue, or Embarq may abandon the test and CLECINTRADO COMM will be charged for the test and any additional technician time involved. Loops involving multiplexing prohibit the reading of a short.
- 45.2.4. Embarq will charge CLECINTRADO COMM at the rates set out on Table One, when the location of the trouble on a CLECINTRADO COMM-reported ticket is determined to be in CLECINTRADO COMM

COMM's network or on the CLECINTRADO COMM end user's side of the Demarcation Point.

45.3. Analog Loop Capabilities

45.3.1. Analog loops facilitate the transmission of voice grade signals in the 300-3000 Hz range and terminate in a 2-wire or 4-wire electrical interface at the CLECINTRADO COMM's end user's premises. CLECINTRADO COMM shall not install equipment on analog Loops that exceeds the specified bandwidth.

45.3.2. Embarq will provide analog Loops as Copper Loops, Hybrid Loops, and where required, FTTH Loops and FTTC Loops, based on available facilities.

45.4. Digital Loops

45.4.1. Embarq will provide digital Loops on the basis of the service that will be provisioned over the Loop. Digital Loops are Copper Loops over which CLECINTRADO COMM may deploy advanced services. Deployment of advanced services over digital loops by CLECINTRADO COMM will be consistent with the terms and conditions contained in Section 45.8. On digital Loops, Embarq will only provide electrical continuity and line balance.

45.4.2. Embarq shall employ industry accepted standards and practices to maximize binder group efficiency through analyzing the interference potential of each loop in a binder group, assigning an aggregate interference limit to the binder group, and then adding loops to the binder group until that limit is met. Disputes regarding the standards and practices employed in this regard shall be resolved through the Dispute Resolution Process set forth in Part B of this Agreement.

45.4.3. Reverse ADSL Loops. If a CLECINTRADO COMM's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Embarq host or remote central office must be a facility dedicated to ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

45.5. Non-Standard Digital Loops

45.5.1. If CLECINTRADO COMM requests a digital Loop, for which the effective loop length exceeds the xDSL standard of 18 kft (subject to gauge design used in an area), Embarq will only provide a Non-Standard Digital Loop. Additional non-recurring charges for conditioning will apply. Non-Standard Digital Loops will not be subject to performance

measurements or technical specifications, however, all of the SMC requirements set forth in Section 45.4 are applicable.

#### 45.6. DS1 Loops

- 45.6.1. Subject to the cap in Section 45.6.2, Embarq will provide CLECINTRADO COMM nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that wire center. DS1 loops include, but are not limited to, two-wire and four-wire Copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.
- 45.6.2. CLECINTRADO COMM may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops.
- 45.6.3. Where Embarq is not required to provide unbundled DS1 loops pursuant to Sections 45.6.1 and 45.6.2, CLECINTRADO COMM may not obtain new DS1 loops as UNEs.
- 45.6.4. Any DS1 loops that CLECINTRADO COMM previously leased from Embarq but which Embarq is not obligated to unbundle pursuant to Sections 45.6.1 and 45.6.2, are subject to the following:
- (a) Such DS1 Loops must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLECINTRADO COMM fails to submit the necessary orders to convert the DS1 Loops to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, Embarq will convert the DS1 Loops to comparable access services at applicable rates. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLECINTRADO COMM.
  - (b) Any service provided to CLECINTRADO COMM by Embarq after 03/10/06 over DS1 Loops that Embarq was no longer required to unbundle shall be subject to billing at applicable rates for comparable access services, provided however, that such access rates shall not apply until ninety (90) Days after Embarq was no longer required to unbundle such facilities
  - (c) Any service provided to CLECINTRADO COMM by Embarq between 03/11/05 and 03/10/06 over such DS1 Loops that CLECINTRADO COMM placed in service prior to 03/11/05 shall

be subject to billing at 115% of the rate that was applicable to such DS1 Loops immediately prior to such period.

45.6.5. If Embarq identifies Wire Centers in addition to those listed on Exhibit A that exceed the DS1 Loop threshold, Embarq will provide CLECINTRADO COMM notice in accordance with the notice provisions of this Agreement and Embarq will also post such information on its website. CLECINTRADO COMM shall not be able to order new DS1 loops for the identified wire centers after ninety (90) Days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 loops leased from Embarq within an identified Wire Center on the date of the notice shall be available for a six (6) month period from the date of the notice at a rate equal that is 115% of rate CLECINTRADO COMM paid on the date of the notice.

(a) CLECINTRADO COMM must submit the necessary orders to convert such DS1 Loops to an alternative service arrangement within six (6) months of the above notice date. By the end of the six month period, CLECINTRADO COMM must have transitioned the UNEs to alternative facilities or arrangements. If CLECINTRADO COMM fails to submit the necessary orders before the end of the six (6) month period, Embarq will convert the DS1 Loops to comparable Access Services. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLECINTRADO COMM.

#### 45.7. DS3 Loops

45.7.1. Subject to the cap described in Section 45.7.2, Embarq shall provide CLECINTRADO COMM with nondiscriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 loop unbundling will be required in that Wire Center. The Wire Centers that meet these requirements as of the date of this Agreement are listed on Exhibit A.

45.7.2. CLECINTRADO COMM may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops.

- 45.7.3. Where Embarq is not required to provide unbundled DS3 loops pursuant to Sections 45.7.1 and 45.7.2, CLECINTRADO COMM may not obtain new DS3 loops as UNEs.
- 45.7.4. Any DS3 loop UNEs that CLECINTRADO COMM previously leased from Embarq but which Embarq is not obligated to unbundle pursuant to Sections 45.7.1 and 45.7.2, are subject to the following:
- (a) Such DS3 Loops must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLECINTRADO COMM fails to submit the necessary orders to convert the DS3 Loops to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, Embarq will convert the DS3 Loops to comparable Access Services. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLECINTRADO COMM.
  - (b) Any service provided to CLECINTRADO COMM by Embarq after 03/10/06 over DS3 Loops that Embarq was no longer required to unbundle shall be subject to billing at applicable rates for comparable access services, provided however, that such access rates shall not apply until ninety (90) Days after Embarq was no longer required to unbundle such facilities.
  - (c) Any service provided to CLECINTRADO COMM by Embarq between 03/11/05 and 03/10/06 over such DS3 Loops that CLECINTRADO COMM placed in service prior to 03/11/05 shall be subject to billing at 115% of the rate that was applicable to such DS1 Loops immediately prior to such period.
- 45.7.5. If Embarq identifies Wire Centers in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide CLECINTRADO COMM notice in accordance with the notice provisions of this Agreement and Embarq will also post such information on its website. CLECINTRADO COMM shall not be able to order new DS3 loops for the identified wire centers after 90 Days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a wire center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 loops leased from Embarq on the date of the notice shall be available for a six (6) month period from the date of the notice at a rate equal that is 115% of rate CLECINTRADO COMM paid on the date of the notice.
- (a) CLECINTRADO COMM must submit the necessary orders to convert such DS3 Loops to an alternative service arrangement within six months of the above notice date. By the end of the six month period, CLECINTRADO COMM must have transitioned

the UNEs to alternative facilities or arrangements. If CLECINTRADO COMM fails to submit the necessary orders by the end of the six (6) month period, Embarq will convert the DS3 Loops to comparable Access Services at applicable rates. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLECINTRADO COMM.

#### 45.8. Adherence to National Industry Standards

- 45.8.1. In providing advanced service loop technology, Embarq shall allow CLECINTRADO COMM to deploy underlying technology that does not significantly interfere with other advanced services and analog circuit-switched voice band transmissions.
- 45.8.2. Until long term industry standards and practices can be established, a particular technology shall be presumed acceptable for deployment under certain circumstances. Deployment that is consistent with at least one of the following circumstances presumes that such loop technology will not significantly degrade the performance of other advanced services or impair traditional analog circuit-switched voice band services:
- (a) Complies with existing industry standards, including an industry-standard PSD mask, as well as modulation schemes and electrical characteristics;
  - (b) Is approved by an industry standards body, the FCC, or any state commission or;
  - (c) Has been successfully deployed by any CLECINTRADO COMM without significantly degrading the performance of other services.
- 45.8.3. Where CLECINTRADO COMM seeks to establish that deployment of a technology falls within the presumption of acceptability under Section 45.8.2, the burden is on CLECINTRADO COMM to demonstrate to the Commission that its proposed deployment meets the threshold for a presumption of acceptability and will not, in fact, significantly degrade the performance of other advanced services or traditional voice band services.
- 45.8.4. If a deployed technology significantly degrades other advanced services, the affected Party will notify the interfering party and give them a reasonable opportunity to correct the problem. The interfering Party will immediately stop any new deployment until the problem is resolved to mitigate disruption of other carrier services. If the affected parties are unable to resolve the problem, they will present factual evidence to the Commission for review and determination. If the Commission determines that the deployed technology is the cause of the interference,

the deploying party will remedy the problem by reducing the number of existing customers utilizing the technology or by migrating them to another technology that does not disturb.

- 45.8.5. When the only degraded service itself is a known disturber and the newly deployed technology is presumed acceptable pursuant to Section 45.8.2, the degraded service shall not prevail against the newly deployed technology.
- 45.8.6. If Embarq denies a request by CLECINTRADO COMM to deploy a technology, it will provide detailed, specific information providing the reasons for the rejection.
- 45.8.7. Parties agree to abide by national standards as developed by ANSI, i.e., Committee T1E1.4 group defining standards for loop technology. At the time the deployed technology is standardized by ANSI or the recognized standards body, the CLECINTRADO COMM will upgrade its equipment to the adopted standard within sixty (60) Days of the standard being adopted.
- 45.8.8. CLECINTRADO COMM shall meet the power spectral density requirement given in the respective technical references listed below:
  - (a) For Basic Rate ISDN: Telcordia TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
  - (b) For HDSL installations: Telcordia TA-NWT-001210 Generic Requirements for High-Bit-Rate Digital Subscriber Lines. Some fractional T1 derived products operating at 768 kbps may use the same standard.
  - (c) For ADSL: ANSI T1.413-1998 (Issue 2 and subsequent revisions) Asymmetrical Digital Subscriber Line (ADSL) Metallic Interface.
  - (d) As an alternative to Section 45.8.8, CLECINTRADO COMM may meet the requirements given in ANSI document T1E1.4/2000-002R2 dated May 1, 2000. "Working Draft of Spectrum Management Standard" and subsequent revisions of this document.

45.9. Information to be Provided for Deployment of Advanced Services

- 45.9.1. Upon request, Embarq shall provide to CLECINTRADO COMM:
  - (a) information with respect to the spectrum management procedures and policies that Embarq uses in determining which services can be deployed;
  - (b) information with respect to the rejection of CLECINTRADO COMM's provision of advanced services, together with the specific reason for the rejection; and

- (c) information with respect to the number of loops using advanced services technology within the binder and type of technology deployed on those loops.

45.9.2. In connection with the provision of advanced services, CLECINTRADO COMM shall provide to Embarq the following information on the type of technology that CLECINTRADO COMM seeks to deploy where CLECINTRADO COMM asserts that the technology it seeks to deploy fits within a generic Power Spectral Density (PSD) mask:

- (a) information in writing (via the service order) regarding the Spectrum Management Class (SMC), as defined in the T1E1.4/2000-002R2 Draft, of the desired loop so that the loop and/or binder group may be engineered to meet the appropriate spectrum compatibility requirements;
- (b) the SMC (*i.e.*, PSD mask) of the service it seeks to deploy, at the time of ordering and if CLECINTRADO COMM requires a change in the SMC of a particular loop, CLECINTRADO COMM shall notify Embarq in writing of the requested change in SMC (via a service order);
- (c) to the extent not previously provided CLECINTRADO COMM must disclose to Embarq every SMC that the CLECINTRADO COMM has implemented on Embarq's facilities to permit effective Spectrum Management.

45.10. Hybrid Loops. Embarq will provide CLECINTRADO COMM access to Hybrid Loops for the provision of narrowband services as provided below. Embarq is not required to provide unbundled access to the packet switched features, functions, and capabilities of its Hybrid Loops.

45.10.1. When CLECINTRADO COMM requests access to a Hybrid Loop for the provision of narrowband services, Embarq will

- (a) Provide non-discriminatory unbundled access to the entire Hybrid Loop capable of providing voice-grade service (*i.e.*, equivalent to DS0 capacity) using time division multiplexing, or
- (b) Provide non-discriminatory unbundled access to a spare Copper Loop serving that end-user.

45.11. Fiber Loops

45.11.1. Dark Fiber Loops

- (a) Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Embarq that has not

been activated through connections to optronics that light it, and thereby render it capable of carrying communications.

- (b) Embarq is not required to provide CLECINTRADO COMM with access to Drk Fiber Loop on an unbundled basis.
- (c) Any Dark Fiber Loop that CLECINTRADO COMM previously leased from Embarq but which Embarq is not obligated to unbundle pursuant to Sections 45.11 shall be subject to the following:
  - (i) Such Dark Fiber Loops must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLECINTRADO COMM fails to submit the necessary orders to convert such Dark Fiber Loops to an alternative service arrangement within such thirty (30) Day period, Embarq will have the right to disconnect such Dark Fiber Loops.
  - (ii) Any service provided by Embarq to CLECINTRADO COMM over Dark Fiber Loops between 03/11/05 and 09/05/06 shall be billed at 115% of the rate applicable for such Dark Fiber Loops immediately prior to that period, and any service provided by Embarq to CLECINTRADO COMM over Dark Fiber Loops after 09/05/06 and prior to such conversion or disconnection shall be billed at applicable rates for comparable access services based on the capacity of the electronics deployed by the CLECINTRADO COMM in connection with such Dark Fiber Loops.

#### 45.12. FTTH and FTTC Fiber Loops

- 45.12.1. New builds. Embarq will not provide non-discriminatory access to FTTH Loop or a FTTC Loop on an unbundled basis when Embarq has deployed a FTTH or FTTC Loop to an end-user customer premise that previously has not been served by any loop facility.
- 45.12.2. Overbuilds. Embarq will not provide non-discriminatory access to FTTH Loop or FTTC Loop on an unbundled basis when Embarq has deployed a FTTH Loop or FTTC Loop parallel to, or in replacement of, an existing loop facility, except that:
  - (a) Embarq will maintain the existing Copper Loop connected to a particular customer premises after deploying FTTH Loop or FTTC Loop and provide non-discriminatory access to the Copper Loop on an unbundled basis unless Embarq has retired the Copper Loop as set forth below.
  - (b) If Embarq deploys FTTH Loop or FTTC Loop and maintains the existing Copper Loop, Embarq will restore the Copper Loop to

serviceable condition upon request and at CLECINTRADO COMM's expense.

- (c) If Embarq deploys FTTH Loop or FTTC Loop and retires the existing Copper Loop, Embarq will provide non-discriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH Loop or FTTC Loop.
- (d) Prior to retiring Copper Loop or copper subloop that has been replaced with FTTH Loop or FTTC Loop Embarq will comply with the notice requirements set forth in 251(c)(5) of the Act, §§ 51.325 through 51.335 of the Code of Federal Regulations and applicable Commission requirements, if any.

45.13. Tag and Label. At CLECINTRADO COMM's request, Embarq will tag and label unbundled loops at the Network Interface Device (NID). Tag and label may be ordered simultaneously with the ordering of the Loop or as a separate service subsequent to the ordering of the Loop.

45.13.1. Embarq will include the following information on the label: order number, due date, CLECINTRADO COMM name, and the circuit number.

45.13.2. CLECINTRADO COMM must specify on the order form whether each Loop should be tagged and labeled.

45.13.3. The rates for Loop tag and label and related services are set forth on Table One. A trip charge may be billed in addition to the Tag and Label charges.

#### 46. SUBLOOPS

46.1. Embarq will offer unbundled access to copper subloops and subloops for access to multiunit premises wiring. Embarq will consider all requests for access to subloops through the ICB process due to the wide variety of interconnections available and the lack of standards. A written response will be provided to CLECINTRADO COMM covering the interconnection time intervals, prices and other information based on the ICB process as set forth in this Agreement.

46.2. Embarq is not required to provide CLECINTRADO COMM access to dark fiber subloops.

46.3. Copper Subloops. Embarq will make available access to copper subloops on an unbundled basis. A copper subloop is a portion of a Copper Loop, or Hybrid Loop, and is comprised entirely of copper wire or copper cable that acts as a transmission facility between any accessible terminal in Embarq's outside plant, including inside wire owned or controlled by Embarq, and the end-user customer premises. A copper subloop can also include intermediate devices, such as repeaters, used to establish the transmission path. Copper subloops can be used by CLECINTRADO COMM to provide voice-grade services as well as digital

subscriber line services. Access to copper subloops is subject to the collocation provisions of this Agreement. Copper subloop consists of the distribution portion of the Copper Loop. Embarq is not obligated to offer feeder loop plant as a stand-alone UNE.

46.3.1. An accessible terminal is any point on the loop where technicians can access a copper wire within the cable without removing a splice case. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, and the feeder/distribution interface.

46.4. Multiunit premises wiring. Embarq will make available to CLECINTRADO COMM access to subloops for access to multiunit premises wiring on an unbundled basis. The subloop for access to multiunit premises wiring is defined as any portion of the loop that it is technically feasible to access at a terminal in the incumbent LEC's outside plant at or near a multiunit premises, including inside wire. Inside wire is wire owned or controlled by Embarq at a multiunit customer premises between the minimum point of entry and the point of demarcation.

46.4.1. An accessible terminal is any point in Embarq's network where a technician can access the wire within the cable (*e.g.*, via screw posts, terminals, patch panels) without removing a splice case to reach the wire within to access the wiring in the multiunit premises. Such points include, but are not limited to, a pole or pedestal, the NID, the minimum point of entry, the single point of interconnection, and the feeder/distribution interface.

46.4.2. Upon request for interconnection at a multiunit premises where Embarq owns, controls, or leases wiring, Embarq will provide a single point of interconnection that is suitable for use by multiple carriers. If the Parties do not agree on appropriate terms, conditions and rates for the single point of interconnection to multiunit premises wiring either Party may invoke the Dispute Resolution provisions of this Agreement.

46.5. Embarq will not provide or maintain inside wire in situations where it determines there are health or safety concerns in doing so.

46.6. Deployment of advanced services by CLECINTRADO COMM over subloops will be in accordance with the terms included in Section 45.8 and Section 45.9.

46.7. Reverse ADSL Loops. If a CLECINTRADO COMM's ADSL Transmission Unit (including those integrated into DSLAMs) is attached to Embarq's Network and if an ADSL Copper Loop should start at an outside location, and is looped through a host or remote, and then to the subscriber, the copper plant from the outside location to the Embarq host or remote central office must be a facility dedicated to

ADSL transmission only and not part of Embarq's regular feeder or distribution plant.

#### 47. OPERATIONS SUPPORT SYSTEMS (OSS)

47.1. Embarq will offer unbundled access to Embarq's operations support systems to the extent technically feasible in a non-discriminatory manner at Parity. OSS consists of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by Embarq's databases and information. The OSS element includes access to all loop qualification information contained in Embarq's databases or other records, including information on whether a particular loop is capable of providing advanced services.

#### 48. LOOP MAKE-UP INFORMATION

48.1. Embarq shall make available Loop Make-Up Information in a non-discriminatory manner at Parity with the data and access it gives itself and other CLECINTRADO COMMs, including affiliates. The charges for Loop Make-Up Information are set forth in Table One to this Agreement.

48.2. Information provided to the CLECINTRADO COMM will not be filtered or digested in a manner that would affect the CLECINTRADO COMM's ability to qualify the loop for advanced services.

48.3. Embarq shall provide Loop Make-Up Information based on the individual telephone number or address of an end-user in a particular wire center or NXX code. Loop Make-Up Information requests will be rejected if the service address is not found within existing serving address information, if the telephone number provided is not a working number or if the POI identified is not a POI where the requesting CLECINTRADO COMM connects to the Embarq LTD network.

48.4. Errors identified in validation of the Loop Make-Up Information inquiry order will be returned to the CLECINTRADO COMM.

48.5. Embarq may provide the requested Loop Make-Up Information to the CLECINTRADO COMMs in whatever manner Embarq would provide to their own internal personnel, without jeopardizing the integrity of proprietary information (*i.e.*, fax, intranet inquiry, document delivery, etc.). If the data is provided via fax, CLECINTRADO COMM must provide a unique fax number used solely for the receipt of Loop Make-Up Information.

48.6. If CLECINTRADO COMM does not order Loop Make-Up Information prior to placing an order for a loop for the purpose of provisioning of an advanced service and the advanced service cannot be successfully implemented on that loop, CLECINTRADO COMM agrees that:

48.6.1. CLECINTRADO COMM will be charged a Trouble Isolation Charge to determine the cause of the failure;

- 48.6.2. If Embarq undertakes Loop Make-Up Information activity to determine the reason for such failure, CLECINTRADO COMM will be charged a Loop Make-Up Information Charge; and
- 48.6.3. If Embarq undertakes Conditioning activity for a particular loop to provide for the successful installation of advanced services, CLECINTRADO COMM will pay applicable conditioning charges as set forth in Table One pursuant to Section 54.3 of this Agreement.

#### 49. LOCAL CIRCUIT SWITCHING

- 49.1. Embarq is not required to provide access to local circuit switching on an unbundled basis.
- 49.2. Any local circuit switching element that CLECINTRADO COMM previously obtained from Embarq on an unbundled basis, including local circuit switching previously provided as part of UNE-P, shall be subject to the following:
- 49.2.1. Such local circuit switching must be converted to an alternative arrangement within thirty (30) Days after the Effective Date of this Agreement. If CLECINTRADO COMM fails to submit the necessary orders to convert and complete the transition of such local circuit switching element to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, Embarq will convert such local circuit switching to comparable Wholesale Services. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLECINTRADO COMM.
- 49.2.2. Any local circuit switching, including local circuit switching provided by Embarq to CLECINTRADO COMM as part of UNE-P between 03/11/05 and 03/10/06 shall be subject to billing by Embarq at the transition rates established by the FCC, and any local circuit switching, including local circuit switching provided by Embarq to CLECINTRADO COMM as part of UNE-P after 03/10/06 shall be subject to billing at the rates charged by Embarq to CLECINTRADO COMMS for such service under separate commercial agreements.

#### 50. DEDICATED TRANSPORT

- 50.1. Embarq shall provide CLECINTRADO COMM with nondiscriminatory access to dedicated transport on an unbundled basis, as set forth in this Agreement. A "route" is a transmission path between one of Embarq's Wire Centers or switches and another of Embarq's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective

of whether they pass through the same intermediate Wire Centers or switches, if any.

50.1.1. Embarq is not obligated to provide a requesting carrier with unbundled access to dedicated transport that does not connect a pair of Embarq Wire Centers (*i.e.*, entrance facilities). Further, Embarq is not obligated to provide DSO or OC-N and above Dedicated Transport facilities as a UNE.

50.2. Dedicated DS1 transport shall be made available to CLECINTRADO COMM on an unbundled basis as set forth below. Dedicated DS1 transport consists of Embarq interoffice transmission facilities that have a total digital signal speed of 1.544 megabytes per second and are dedicated to a particular customer or carrier.

50.2.1. Embarq shall unbundle DS1 transport between any pair of Embarq Wire Centers except where, through application of tier classifications defined in Part A, both wire centers defining the route are Tier 1 Wire Centers. As such, Embarq will unbundle DS1 transport if a Wire Center at either end of a requested route is *not* a Tier 1 Wire Center, or if *neither* is a Tier 1 Wire Center.

50.2.2. CLECINTRADO COMM may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis.

50.2.3. Where Embarq is not required to provide unbundled DS1 transport pursuant Sections 50.2.1 and 50.2.2, CLECINTRADO COMM may not obtain new DS1 transport as unbundled Network Elements.

50.2.4. Any DS1 dedicated transport that CLECINTRADO COMM previously leased from Embarq but which Embarq is not obligated to unbundle pursuant to Sections 50.2.1 and 50.2.2, shall be subject to the following:

(a) Such DS1 dedicated transport must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLECINTRADO COMM fails to submit the necessary orders to convert and complete the transition of such DS1 transport to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, Embarq will convert the DS1 Dedicated Transport to comparable Access Services at applicable rates. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLECINTRADO COMM.

(b) Any DS1 dedicated transport service provided to CLECINTRADO COMM by Embarq after 03/10/06 that Embarq was no longer required to unbundle shall be subject to billing at applicable rates for comparable access services, provided

however, that such access rates shall not apply until ninety (90) Days after Embarq was no longer required to unbundled such transport.

- (c) Any DS1 dedicated transport service provided to CLECINTRADO COMM by Embarq between 03/11/05 and 03/10/06 that CLECINTRADO COMM ordered prior to 03/11/05 shall be subject to billing at 115% of the rate that was applicable to such dedicated transport immediately prior to such period.

50.2.5. If Embarq identifies routes in addition to those listed on Exhibit A that exceed the DS1 Dedicated Transport circuit threshold for a route, Embarq will provide CLECINTRADO COMM notice in accordance with the notice provisions of this Agreement and Embarq will also post such information on its website. CLECINTRADO COMM shall not be able to order new DS1 Dedicated Transport for the identified routes after ninety (90) Days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS1 Dedicated Transport leased from Embarq within the identified route on the date of the notice shall be available for a six (6) month period from the date of the notice at a rate equal that is 115% of rate CLECINTRADO COMM paid on the date of the notice.

- (a) CLECINTRADO COMM must submit the necessary orders to convert such DS1 Dedicated Transport to an alternative service arrangement within six months of the above notice date. By the end of the six month period, CLECINTRADO COMM must have transitioned the transport to alternative facilities or arrangements. If CLECINTRADO COMM fails to submit the necessary orders within the six month period, Embarq will convert the DS1 Dedicated Transport to comparable Access Services at applicable rates. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLECINTRADO COMM.

50.3. Dedicated DS3 transport shall be made available to CLECINTRADO COMM on an unbundled basis as set forth below. Dedicated DS3 transport consists of Embarq interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

- 50.3.1. Embarq shall unbundle DS3 transport between any pair of Embarq Wire Centers except where, through application of tier classifications defined in this Agreement, both Wire Centers defining the route are either Tier 1 or Tier 2 wire centers. As such, Embarq will unbundle

DS3 transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.

- 50.3.2. CLECINTRADO COMM may obtain a maximum of twelve unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.
- 50.3.3. Where Embarq is not required to provide unbundled DS3 transport pursuant to Sections 50.3.1 and 50.3.2, CLECINTRADO COMM may not obtain new DS3 transport as unbundled Network Elements.
- 50.3.4. Any DS3 dedicated transport UNE that CLECINTRADO COMM previously leased from Embarq as of 03/11/05 but which Embarq is not obligated to unbundle pursuant to Sections 50.3.1 and 50.3.2, shall be subject to the following:
- (a) Such DS3 dedicated transport must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLECINTRADO COMM fails to convert and complete the transition of such DS3 transport to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement, Embarq will convert the DS3 Dedicated Transport to comparable Access Services. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLECINTRADO COMM.
  - (b) Any DS3 dedicated transport service provided to CLECINTRADO COMM by Embarq after 03/10/06 that Embarq was no longer required to unbundle shall be subject to billing at applicable rates for comparable access services, provided however, that such access rates shall not apply until ninety (90) Days after Embarq was no longer required to unbundle such transport.
  - (c) Any DS3 dedicated transport service provided to CLECINTRADO COMM by Embarq between 03/11/05 and 03/10/06 that CLECINTRADO COMM ordered prior to 03/11/05 shall be subject to billing at 115% of the rate that was applicable to such dedicated transport immediately prior to such period.
- 50.3.5. If Embarq identifies routes in addition to those listed on Exhibit A that exceed the DS3 Dedicated Transport circuit threshold for a route, Embarq will provide CLECINTRADO COMM notice in accordance with the notice provisions of this Agreement and Embarq will also post such information on its website. CLECINTRADO COMM shall not be able to order new DS3 Dedicated Transport for the identified routes after ninety (90) Days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any

carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any DS3 Dedicated Transport leased from Embarq within the identified route on the date of the notice shall be available for a six (6) month period from the date of the notice at a rate equal that is 115% of rate CLECINTRADO COMM paid on the date of the notice.

- (a) CLECINTRADO COMM must submit the necessary orders to convert such DS3 Dedicated Transport to an alternative service arrangement within six months of the above notice date. By the end of the six (6) month period, CLECINTRADO COMM must have transitioned the transport to alternative facilities or arrangements. If CLECINTRADO COMM fails to submit the necessary orders before the end of six (6) month period, Embarq will convert the DS3 Dedicated Transport to comparable Access Services at applicable rates. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLECINTRADO COMM.

#### 50.4. Technical Requirements for DS1 and DS3 Dedicated Transport

50.4.1. Where technologically feasible and available, Embarq shall offer Dedicated Transport consistent with the underlying technology as follows:

- (a) When Embarq provides Dedicated Transport, the entire designated transmission circuit (e.g., DS1, DS3) shall be dedicated to CLECINTRADO COMM designated traffic.
- (b) Where Embarq has technology available, Embarq shall provide Dedicated Transport using currently available technologies including, but not limited to, DS1 and DS3 transport systems, SONET (or SDS) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONEFT (or SDS) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates.

#### 50.5. Dedicated Dark Fiber Transport

##### 50.5.1. General Rules and Definition

- (a) Dark Fiber is an optical transmission facility without attached multiplexing, aggregation or other electronics. Dark Fiber is unactivated fiber optic cable, deployed by Embarq, that has not been activated through connections to optronics that light it, and thereby render it capable of carrying communications.
- (b) Embarq will unbundle Dark Fiber for Dedicated Transport as set forth in this Agreement and as follows:

- (i) Embarq shall unbundle dark fiber transport between any pair of Embarq Wire Centers except where both wire centers defining the route are either Tier 1 or Tier 2 Wire Centers. Embarq will unbundle dark fiber transport if a Wire Center on either end of a requested route is a Tier 3 Wire Center.
- (ii) Where Embarq is not required to provide unbundled dark fiber transport, CLECINTRADO COMM may not obtain new dark fiber transport as a UNE.
- (iii) Any Dark Fiber transport that CLECINTRADO COMM previously leased from Embarq, but which Embarq is no longer obligated to unbundle pursuant to Section 50.5 shall be subject to the following:
  - (A) Such Dark Fiber transport must be converted to an alternative service arrangement within thirty (30) Days of the Effective Date of this Agreement. If CLECINTRADO COMM fails to submit the necessary orders to convert such Dark Fiber transport to an alternative arrangement within such thirty (30) Day period, Embarq will have the right to terminate and disconnect the Dark Fiber transport.
  - (B) Any Dark Fiber transport service provided by Embarq to CLECINTRADO COMM between 03/11/05 and 09/05/06 shall be billed at 115% of the rate applicable for such Dark Fiber transport immediately prior to that period, and any Dark Fiber transport service provided by Embarq to CLECINTRADO COMM after 09/05/06 and prior to such conversion or termination shall be billed at applicable rates for comparable access services, based on the capacity of the electronics deployed in connection with such Dark Fiber transit.
- (c) If Embarq identifies routes in addition to those listed on Exhibit A that exceed the threshold, Embarq will provide CLECINTRADO COMM notice in accordance with the notice provisions of this Agreement and Embarq will also post such information on its website. CLECINTRADO COMM shall not be able to order new Dark Fiber Dedicated Transport for the identified routes after ninety (90) Days have elapsed from the date of the notice, subject to the Dispute Resolution section of this Agreement. If any carrier has disputed a Wire Center designation and the dispute was resolved by the Commission, the parties will abide by the Commission's decision. Any Dark

Fiber Dedicated Transport leased from Embarq within the identified route on the date of the notice shall be available for a six (6) month period from the date of the notice at a rate equal that is 115% of rate CLECINTRADO COMM paid on the date of the notice.

- (i) CLECINTRADO COMM must submit the necessary orders to convert such dark fiber dedicated transport to an alternative service arrangement within six months of the above notice date. By the end of the six (6) month period, CLECINTRADO COMM must have transitioned the transport to alternative facilities or arrangements. If CLECINTRADO COMM fails to submit the necessary orders, Embarq will convert the Dark Fiber Dedicated Transport to comparable Access Services, if available, or disconnect the Dark Fiber facilities. Embarq will assess the conversion charge and a management fee for the work performed by Embarq on behalf of CLECINTRADO COMM.

#### 50.5.2. Fiber Availability

- (a) Spare fibers in a sheath are not considered available if Embarq has plans to put the fiber in use within the current year or the following year.
- (b) Embarq will also maintain fibers to facilitate maintenance, rearrangements and changes. Embarq will generally reserve eight percent (8%) of fibers in a sheath for maintenance, subject to a minimum of four (4) fibers and a maximum of twelve (12) fibers.
- (c) Dark fiber requests will be handled on a first come, first served basis, based on the date the Dark Fiber Application (DFA) is received.

#### 50.5.3. Interconnection Arrangements

- (a) Rules for gaining access to unbundled network elements apply to Dark Fiber. Virtual and physical collocation arrangements may be used by CLECINTRADO COMM to locate the optical electronic equipment necessary to "light" leased Dark Fiber.
- (b) The CLECINTRADO COMM that requests Dark Fiber must be able to connect to the Embarq fiber by means of fiber patch panel.
- (c) If fiber patch panels (FPPs) are not located within close enough proximity for a fiber patch cord, CLECINTRADO COMM must

submit an ICB request for the purchase and installation of intraoffice cabling.

- (d) Establishment of applicable fiber optic transmission equipment or intermediate repeaters needed to power the unbundled Dark Fiber in order to carry Telecommunications Services is the responsibility of the CLECINTRADO COMM.

#### 50.5.4. Dark Fiber Application and Ordering Procedure

- (a) CLECINTRADO COMM will submit a Dark Fiber Application (DFA) and application fee to request that Embarq determine the availability of Dark Fiber between the CLECINTRADO COMM-specified locations. See Table One for application fee amount.
- (b) Within twenty (20) Business Days of receipt of DFA, Embarq will provide CLECINTRADO COMM with a response regarding fiber availability and price.
  - (i) If Dark Fiber is not available, Embarq will notify CLECINTRADO COMM of the DFA rejection.
  - (ii) CLECINTRADO COMM will follow the Dispute Resolution Process provided in this Agreement if CLECINTRADO COMM wishes to contest the rejection.
- (c) If Dark Fiber is available, CLECINTRADO COMM will notify Embarq of acceptance/rejection of Dark Fiber quote, via a firm order, within ten (10) Business Days of receipt of quote. Embarq will reserve the requested Dark Fiber for the CLECINTRADO COMM during these ten (10) Business Days. If, however, CLECINTRADO COMM does not submit a firm order by the tenth (10th) business day, the fiber will no longer be reserved.
- (d) After ten (10) Business Days of receipt of the price quote, if CLECINTRADO COMM has not accepted, CLECINTRADO COMM must submit another DFA and application fee.
- (e) The CLECINTRADO COMM will submit a firm order for Dark Fiber via an access service request (ASR).
- (f) By submitting the Dark Fiber firm order, the CLECINTRADO COMM agrees to pay quoted monthly recurring and non-recurring charges. See Table One for monthly recurring and non-recurring charges.
- (g) Due Date. Embarq will provision Dark Fiber twenty (20) Business Days after it receives firm order from CLECINTRADO COMM. Billing of the monthly recurring and non-recurring

charges will begin upon completion of Dark Fiber order. Embarq will allow CLECINTRADO COMM to extend due date for firm order completion up to sixty (60) Business Days from the date Embarq receives firm order from CLECINTRADO COMM. This extended due date must be specified on the firm order.

- (i) Billing of the monthly recurring and non-recurring charges will begin on the due date of the Dark Fiber order completion unless:
  - (A) CLECINTRADO COMM cancels firm order before the established due date. If this occurs, CLECINTRADO COMM agrees to reimburse Embarq for all costs incurred to date; or
  - (B) a third party submits firm order for same Dark Fiber. If this occurs, CLECINTRADO COMM must begin compensating Embarq for monthly recurring and non-recurring charges in order to reserve fiber, once Embarq is able to provide Dark Fiber to CLECINTRADO COMM.

#### 50.5.5. Maintenance and Testing

- (a) Embarq is only responsible for maintaining the facilities that it owns.
- (b) Embarq will conduct an end-to-end test of Dark Fiber after receipt of the firm order.
- (c) For meet point arrangements, Embarq will conduct cooperative testing with another carrier at CLECINTRADO COMM's request. Additional rates and charges will apply.
- (d) Embarq does not guarantee that the transmission characteristics of the Dark Fiber will remain unchanged over time.
- (e) Embarq is not responsible for determining whether the transmission characteristics of the Dark Fiber will accommodate the CLECINTRADO COMM requirements.

#### 50.5.6. Rules for Take Back

- (a) Embarq reserves the right to take back Dark Fiber to meet its carrier of last resort obligations.
- (b) Embarq will provide CLECINTRADO COMM twelve (12) months written notice prior to taking back fiber.

- (c) If multiple CLECINTRADO COMMs have leased fiber within a single sheath, Embarq will take back the fiber that was the last to be leased.
- (d) Embarq will provide the CLECINTRADO COMM with alternative transport arrangements when Embarq takes back working fiber.
- (e) The Dispute Resolution Procedures found in this Agreement will be followed if CLECINTRADO COMM wishes to contest Embarq's decision to take back its leased fiber.

## 51. COMMINGLING

- 51.1. For the purpose of this Section, wholesale services includes both services CLECINTRADO COMM procures for resale pursuant to 251(c)(4) and exchange access service purchased from Embarq's access Tariffs.
- 51.2. CLECINTRADO COMM may Commingle an unbundled network element or combination of UNEs with wholesale services purchased from Embarq, subject to Section ~~53.5.353.5.3~~53.5.4. Upon request, Embarq will perform the work necessary to Commingle such UNE or UNE combinations with wholesale services purchased from Embarq subject to Section ~~Error! Reference source not found.~~~~Error! Reference source not found.~~42. CLECINTRADO COMM will compensate Embarq the costs of work performed to Commingle UNEs or UNE combinations with wholesale services. Each component of the commingled facility, either UNE or wholesale service, will be billed at the UNE or wholesale service rate for that component, plus applicable non-recurring charges. Embarq will not ratchet price individual components; that is, Embarq will not reflect a combination of UNE and wholesale rates for the same component. Wholesale service rates will be per the appropriate Tariff, including any applicable resale discounts pursuant to this Agreement.

## 52. LINE SPLITTING

- 52.1. Line Splitting
  - 52.1.1. Line Splitting is an arrangement between two carriers where one carrier provides the voice services and another carrier provides advanced services over an unbundled loop.
  - 52.1.2. Whenever CLECINTRADO COMM purchases the unbundled loop, CLECINTRADO COMM shall control the entire loop spectrum.
  - 52.1.3. Embarq shall institute procedures to allow CLECINTRADO COMM or another carrier to order HFS data capabilities on a UNE loop.
- 52.2. When either CLECINTRADO COMM or the other carrier orders Line Splitting using CLECINTRADO COMM's OCN, CLECINTRADO COMM will be billed

the charges for the Line Splitting service. When the other carrier orders Line Splitting using its own OCN, Embarq will bill the other carrier for the Line Splitting charges.

### 53. UNE COMBINATIONS

53.1. CLECINTRADO COMM may order UNEs either individually or in the combinations, including EEL as specifically set forth in this Section of the Agreement.

#### 53.2. General Terms and Conditions

53.2.1. Embarq will allow CLECINTRADO COMM to order each UNE individually in order to permit CLECINTRADO COMM to combine UNEs with other UNEs obtained from Embarq as provided for in this Agreement, or with network components provided by itself or by third parties to provide Telecommunications Services to its end users, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled network elements or to interconnect with Embarq's network or in combination with any other Network Elements that are currently combined in Embarq's Network. Upon request, Embarq will perform the functions necessary to combine UNEs, even if those elements are not ordinarily combined in Embarq's network, if the requested combination is technically feasible and would not impair the ability of other carriers to obtain access to other unbundled Network Elements or to interconnect with Embarq's network. CLECINTRADO COMM will compensate Embarq the costs of work performed to combine the requested UNEs. Any request by CLECINTRADO COMM for Embarq to provide combined UNEs that are not otherwise specifically provided for under this Agreement will be made in accordance with the BFR process described in Section Error! Reference source not found.<sup>42</sup> and made available to CLECINTRADO COMM upon implementation by Embarq of the necessary operational modifications.

53.3. The provisioning of combinations, including EEL, is limited to existing facilities and Embarq is not obligated to construct additional facilities to accommodate any request by CLECINTRADO COMM.

#### 53.4. Specific Combinations and Pricing

53.4.1. In order to facilitate the provisioning of EELs, Embarq shall support the ordering and provisioning of this specific combination as set forth below.

#### 53.5. Embarq Offers the Following Combinations of Network Elements

- 53.5.1. EEL is the combination of the NID, Loop, and Dedicated Transport network elements.
- (a) Embarq will offer the combination of unbundled loops with wholesale services and unbundled Dedicated Transport, where Embarq is required to provide unbundled Dedicated Transport and Local Loops, to provide EELs at the applicable recurring and non-recurring charges as specified in Table One for Loops, Dedicated Transport, and where applicable, Multiplexing. Recurring and nonrecurring charges, including but not limited to cross connect charges and Service Order Charges will apply. Embarq will cross-connect unbundled 2- or 4-wire analog or 2-wire digital Loops to unbundled voice grade DS1 or DS3 Dedicated Transport facilities for ~~CLECINTRADO COMM~~'s provision of circuit switched telephone exchange service to ~~CLECINTRADO COMM~~'s end users.
  - (b) Multiplexing shall be provided as necessary as part of Dedicated Transport.
- 53.5.2. In order to obtain the EEL combinations below, a requesting ~~CLECINTRADO COMM~~ must provide certification that it satisfies the service eligibility criteria for each circuit as set forth below. For existing EELs, ~~CLECINTRADO COMM~~ must recertify compliance with the EELs criteria within thirty (30) Days of the Effective Date of this Agreement. ~~CLECINTRADO COMM~~ must continue to be in compliance with the service eligibility criteria for as long as ~~CLECINTRADO COMM~~ continues to receive the services in this Section. Embarq will offer the following EEL Combinations:
- (a) Unbundled DS1 Loop in combination with UNE DS1 Dedicated Transport.
  - (b) Unbundled DS1 Loop commingled with dedicated DS1 transport wholesale service.
  - (c) Unbundled DS1 Loop in combination with UNE DS3 Dedicated Transport.
  - (d) Unbundled DS1 Loop commingled with dedicated DS3 transport wholesale service.
  - (e) Unbundled DS3 Loop in combination with UNE DS3 Dedicated Transport.
  - (f) Unbundled DS3 Loop commingled with dedicated DS3 transport wholesale service.
  - (g) Unbundled DS1 Dedicated Transport commingled with DS1 channel termination.

- (h) Unbundled DS3 Dedicated Transport commingled with DS1 channel termination service.
- (i) Unbundled DS3 Dedicated Transport commingled with DS3 channel termination service.

### 53.5.3. EEL Eligibility Criteria

- (a) CLECINTRADO COMM must have state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, CLECINTRADO COMM must have complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in the area served;
- (b) The following criteria must be satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
  - (i) Each circuit to be provided to each CLECINTRADO COMM customer must be assigned one local number prior to the provision of service over the circuit;
  - (ii) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment, so that each DS3 has up to twenty-eight (28) local voice numbers assigned to it;
  - (iii) Each circuit to be provided to each customer must provide 911 or E911 capability prior to the provision of service over the circuit;
  - (iv) Each circuit to be provided to each customer must terminate into a collocation that meets one of the following requirements:
    - (A) a collocation established pursuant to §251(c)(6) of the Act and located at Embarq's premises within the same LATA as the CLECINTRADO COMM's customer's premises, when Embarq is not the collocator; or
    - (B) a collocation located at a third party's premises within the same LATA as the CLECINTRADO COMM's customer's premises, when Embarq is the collocator.
  - (v) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLECINTRADO COMM must maintain at least one active DS1 local service interconnection

trunk and CLECINTRADO COMM is required to transmit the calling party's number in connection with calls exchanged over each trunk. Where CLECINTRADO COMM does not establish an interconnection arrangement with Embarq for the meaningful exchange of Local Traffic that flows in both directions, such interconnection arrangement shall not satisfy this criteria, and

- (vi) Each circuit to be provided to each customer will be served by a switch capable of switching local voice traffic.
- (c) Embarq has the right, upon thirty (30) Days notice, to audit CLECINTRADO COMM's compliance with the service eligibility criteria defined by the FCC and as set forth above. Embarq will hire and pay for an independent auditor to perform the audit. CLECINTRADO COMM will reimburse Embarq if the audit report concludes that CLECINTRADO COMM failed to materially comply with the service eligibility criteria. Embarq may request one audit in a calendar year. In the instance of non-compliance, CLECINTRADO COMM shall true-up any difference in payments, convert the non-compliant circuit to the appropriate service and make accurate payments going forward. These audit rights are in addition to Embarq's audit rights in Part B of this Agreement.

## 54. MODIFICATIONS TO EMBARQ'S EXISTING NETWORK

### 54.1. Modifications to Unbundled Loop

54.1.1. Embarq will make routine network modifications to unbundled loop facilities used by CLECINTRADO COMM where the requested loop facility has already been constructed. Embarq will perform routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLECINTRADO COMM will compensate Embarq for the costs of such routine network modifications to unbundled loop facilities to the extent the costs are not recovered in the unbundled loop rates in accordance with Table One or Embarq will provide a price quote via the ICB process.

- (a) In the case of unbundled loop facilities, a routine network modification is an activity that Embarq regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer and attaching

electronic and other equipment that Embarq ordinarily attaches to a DS1 Loop to activate such loop for its own customer. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of new loop facilities or the installation of new aerial or buried cable for CLECINTRADO COMM.

#### 54.2. Modifications to Dedicated Transport

54.2.1. Embarq will make routine network modifications to unbundled dedicated transport facilities used by CLECINTRADO COMM where the requested Dedicated Transport facilities have already been constructed. Embarq will perform the routine network modifications to unbundled Dedicated Transport facilities in a nondiscriminatory fashion, without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. CLECINTRADO COMM will compensate Embarq for the costs of such routine network modifications to unbundled Dedicated Transport facilities to the extent the costs are not recovered in the unbundled Dedicated Transport rates. Embarq will provide routine network modifications at the rates on Table One or Embarq will provide a price quote vis the ICB process.

- (a) In the case of unbundled Dedicated Transport facilities, a routine network modification is an activity that Embarq regularly undertakes for its own customers. Routine network modifications may include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; and deploying a new multiplexer or reconfiguring an existing multiplexer. Routine network modifications also include activities needed to enable CLECINTRADO COMM to light a Dark Fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLECINTRADO COMM.

#### 54.3. Loop Conditioning

54.3.1. Conditioned loops are loops from which excessive bridge taps, load coils, low-pass filters, range extenders, and similar devices have been removed to enable the delivery of high-speed switched wireline telecommunications capability, including DSL. Embarq will condition loops at CLECINTRADO COMM's request and will assess charges for loop conditioning in accordance with the prices listed in Table One.

Embarq recommends that ~~CLEGINTRADO COMM~~ utilize the Loop Make-Up process in Section ~~Error! Reference source not found.~~~~Error! Reference source not found.~~<sup>48</sup> prior to submitting orders for loops intended for advanced services.

- 54.4. Embarq is not obligated to build TDM capability into new packet-based networks or into existing packet-based networks that never had TDM capability. This includes packet-based networks that incorporate a packet to TDM format translation to connect to end user customer provided equipment.

## PART F – INTERCONNECTION

## 55. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

55.1. The Parties shall reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

55.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

(a) The Parties agree to use two-way trunks (one-way trunks directionalized in each direction). Upon mutual agreement, the Parties will transition specified trunks from directionalized two-way trunks to bi-directional trunks, subject to any engineering, billing or other constraints, and subject to compensation for the cost of undertaking the conversion of such trunks.

55.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic.

55.1.3. Separate one-way trunks will be utilized for connecting CLECINTRADO COMM's switch to each 911/E911 tandem.

55.1.4. One-way trunks will be utilized if Parties deploy E9-1-1 inter-tandem trunking configurations. These trunk configurations shall be dependent upon the Embarq E9-1-1 SR capabilities. E9-1-1 inter-tandem trunking shall allow the transfer of E9-1-1 calls between PSAPs subtending on each Party's respective E9-1-1 network.

55.1.5. Appropriate dial plans to support inter-tandem transfer will be maintained by the parties. Each party shall notify the other of changes, additions, or deletions to their respective inter-tandem dial plans.

## 55.2. Direct Interconnection Requirements

55.2.1. Point of Interconnection. CLECINTRADO COMM must establish a minimum of one POI within each LATA, at any technically feasible point, on Embarq's network. In addition, CLECINTRADO COMM shall establish additional POIs under the following circumstances:

(a) To the extent Embarq's network contains multiple tandems in the LATA, CLECINTRADO COMM must establish a POI at each tandem where it wishes to exchange (*i.e.*, receive or terminate) traffic with Embarq.

- (b) CLECINTRADO COMM must establish a POI at an Embarq end office when total traffic volumes exchanged between that particular Embarq end office and CLECINTRADO COMM exceeds a DS1 equivalent.
- (c) CLECINTRADO COMM must establish a POI at any Embarq end office that subtends a non-Embarq tandem.

55.2.2. CLECINTRADO COMM will be responsible for engineering and maintaining its network on its side of the POI. Embarq will be responsible for engineering and maintaining its network on its side of the POI. Each Party is financially responsible for transport on its side of the POI.

55.2.3. Each Party is financially responsible for transporting its originated traffic to the POI.

55.2.4. When the Parties choose to interconnect at a mid-span meet, CLECINTRADO COMM and Embarq will jointly provision the facilities that connect the two networks. Embarq will be the "controlling carrier" for purposes of MECOD guidelines, as described in the joint implementation plan. Embarq will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less. The construction of new facilities for a mid-span meet is only applicable when traffic is roughly balanced. Notwithstanding any provision in this Agreement to the contrary, when the Parties interconnect using a mid-span meet, each Party will be financially responsible for the facilities on its side of the mid-span meet and will not bill the other Party for any portion of those facilities.

55.2.5. If third party (*i.e.*, Competitive Access Provider or "CAP") leased facilities are used for interconnection, the POI will be defined as the Embarq office in which the third party's leased circuit terminates.

55.2.6. If CLECINTRADO COMM elects to lease any portion of the transport facility from Embarq or if CLECINTRADO COMM chooses to interconnect with Embarq using a meet-point arrangement (*i.e.*, facilities jointly provisioned by Embarq and another LEC), CLECINTRADO COMM will order those facilities that are wholly within Embarq's serving territory from Embarq's access tariff.

### 55.3. Technical Requirements for Interconnection

#### 55.3.1. Interconnection at the Embarq Tandem

- (a) Interconnection to Embarq Tandem Switch(es) will provide CLECINTRADO COMM local interconnection for local service purposes to the Embarq end offices and NXXs which subtend that tandem(s), where local trunking is provided, and access to the toll network.

- (b) Interconnection to an Embarq Tandem for transit purposes will provide access to telecommunications carriers which are connected to that Tandem Switch.
- (c) Where an Embarq Tandem Switch also provides End-Office Switch functions, interconnection to an Embarq tandem serving that exchange will also provide CLECINTRADO COMM access to Embarq's end offices.
- (d) the CLECINTRADO COMM is responsible for provisioning its traffic to interface into Embarq's switch port at the DS1 level, including any muxing necessary for such purposes.

#### 55.3.2. Interconnection at the Embarq End Office

- (a) Interconnection to Embarq End Office Switch will provide CLECINTRADO COMM local interconnection for local service purposes to the Embarq NXX codes served by that end office and any Embarq NXXs served by remotes that subtend those End Offices.
- (b) the CLECINTRADO COMM is responsible for provisioning its traffic to interface into Embarq's switch port at the DS1 level, including any muxing necessary for such purposes.

## 56. INTERCARRIER COMPENSATION

**[Note: If it is an Opt-in state and CLECINTRADO COMM accepts offer, the only applicable Section is Section ~~Error! Reference source not found.~~~~Error! Reference source not found.~~56.3. All other provisions may be deleted, including Section 56.1 through and including Section ~~Error! Reference source not found.~~~~Error! Reference source not found.~~56.4.1.**

56.1. Compensation for Local Traffic Transport and Termination [**DELETE THIS SECTION 56.1 WHERE FCC RATES APPLY TO ALL TRAFFIC (i.e. CLECINTRADO COMM has accepted offer). This Section 56.1 remains if either (1) It's a non-opt-in state; or (2) CLECINTRADO COMM reject our offer)**]

56.1.1. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

- (a) In a mid-span meet arrangement, when calls from CLECINTRADO COMM are terminating on Embarq's network through the Embarq Tandem Switch, CLECINTRADO COMM will pay Embarq a charge for Tandem Switching, common transport to the end office, and end-office termination.

- (b) When the POI is at the Embarq Tandem Switch, CLECINTRADO COMM shall pay a charge for Tandem Switching, common transport to the end office and end-office termination.
- (c) Charges billed to Embarq by CLECINTRADO COMM for the transport and termination of Local Traffic will be equal to those that Embarq assesses the CLECINTRADO COMM for the same services. Where CLECINTRADO COMM is interconnected at an Embarq tandem and Embarq delivers its traffic to CLECINTRADO COMM directly from an end office, Embarq shall pay CLECINTRADO COMM end office termination. Where CLECINTRADO COMM is interconnected at an Embarq tandem and Embarq delivers its traffic to CLECINTRADO COMM from the tandem and the CLECINTRADO COMM switch serves a geographical area greater than or equal to the area served by the Embarq tandem, Embarq shall pay CLECINTRADO COMM for Tandem Switching, common transport, and end-office termination. If the CLECINTRADO COMM switch serves a geographical area less than the area served by the Embarq tandem, Embarq shall pay CLECINTRADO COMM end-office termination.
- (d) To validate the geographic area CLECINTRADO COMM must provide documentation supporting the following:
  - (i) that CLECINTRADO COMM's switch serves a geographic area that is roughly the same size as the area served by the Embarq Tandem Switch;
  - (ii) that CLECINTRADO COMM has obtained NPA/NXX codes to serve the exchanges within the geographic area; and,
  - (iii) that CLECINTRADO COMM is serving the area using its own switch with its own facilities or a combination of its own facilities and leased facilities connected to its collocation arrangements.
- (e) Where direct end office trunks are established, for CLECINTRADO COMM-originated calls, CLECINTRADO COMM shall pay Embarq end-office termination. For Embarq originated traffic terminating to CLECINTRADO COMM at that end office, compensation payable by Embarq shall be the same as that detailed in Section 56.1.1 above.

56.2. The rates to be charged for the exchange of Local Traffic are set forth in Table One and shall be applied consistent with the provisions of Part F of this Agreement. ISP-Bound Traffic will be exchanged on a Bill and Keep basis. The Parties agree to "Bill and Keep" for mutual reciprocal compensation for the

termination of ISP-Bound Traffic on the network of one Party which originates on the network of the other Party.

- 56.2.1. The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 (the "ISP Compensation Order"), including but not limited to Embarq's option to invoke on a date specified by Embarq the FCC's ISP interim compensation regime, after which date ISP-bound traffic will be subject to the FCC's prescribed interim compensation regime including the terminating compensation rates, and other terms and conditions. CLECINTRADO COMM agrees that on the date designated by ILEC, the Parties will begin billing Reciprocal Compensation to each other at the rates, terms and conditions specified in the FCC's ISP Compensation Order, unless the Parties are exchanging traffic (Local Traffic and/or ISP-Bound traffic) at Bill and Keep, such Bill and Keep arrangement shall continue.
- 56.3. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Part F of this Agreement. If CLECINTRADO COMM is acting as an IXC and a competitive local exchange carrier, CLECINTRADO COMM must have a unique CIC for each type of service order. Specifically, CLECINTRADO COMM must have two CICs, one that is used for ordering IXC facilities for interexchange toll traffic and one that is used to order facilities for local exchange traffic.
- 56.4. VNXX calls not Local for purposes of intercarrier compensation and CLECINTRADO COMM will pay Embarq's originating access rates. Both Parties represent and warrant that they are not exchanging Virtual NXX traffic as of the effective date of this Agreement; however, Embarq may perform traffic studies at any time. CLECINTRADO COMM agrees that it will provide data necessary to determine geographic location of CLECINTRADO COMM's customers when requested to assist with VNXX traffic study. Should the traffic study indicate that there is VNXX traffic; the Parties agree to implement a percentage of traffic that shall be deemed to occur via a VNXX arrangement that will apply on a retrospective basis to the effective date of the Agreement. Should the traffic studies thereafter indicate that the percentage should be changed by Embarq, the Parties agree to implement the correct percentage on a prospective basis without amending the agreement..
- 56.5. Voice calls that are transmitted, in whole or in part, via the public Internet or a private IP network (VoIP) shall be compensated in the same manner as voice traffic (e.g., reciprocal compensation, interstate access and intrastate access).

- 56.6. A call placed on a non-local basis (*e.g.*, a toll call or 8yy call) to an ISP shall not be treated as ISP-Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the terminating parties' Exchange Access intrastate and/or interstate tariffs.
- 56.7. CLECINTRADO COMM will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Embarq may request CLECINTRADO COMM's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by Embarq. Should the documentation indicate that the factor should be changed by Embarq; the Parties agree that any changes will be retroactive to traffic for the previous two years. Should the documentation indicate it is warranted such change in the factor may be back to the effective date of the Agreement. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs. CLECINTRADO COMM will transmit calling party number (CPN) as required by FCC rules (47 CFR 64.1601).
- 56.7.1. To the extent technically feasible, each Party will transmit calling party number (CPN) for each call being terminated on the other's network. If the percentage of calls transmitted with CPN is greater than ninety percent (90%), all calls exchanged without CPN will be billed as local or intrastate in proportion to the MOUs of calls exchanged with CPN. If the percentage of calls transmitted with CPN is less than ninety percent (90%), all calls transmitted without CPN will be billed at intrastate access rates.
- 56.8. To the extent Embarq identifies, either through its own recording capabilities or through call detail records provided by another carrier, Local Traffic that is originated by CLECINTRADO COMM and terminated indirectly to Embarq through an intermediary carrier (transit carrier), Embarq shall bill CLECINTRADO COMM terminating compensation according to Section **Error! Reference source not found.**~~Error! Reference source not found.~~56. In addition, CLECINTRADO COMM will reimburse Embarq for any transit charges billed by the intermediary carrier for Local Traffic or ISP-bound Traffic originated by Embarq.
- 56.9. Each Party shall take steps to ensure that all traffic that it delivers to the receiving Party include a call record, and that such call records are transmitted intact to the receiving Party. Neither Party shall: (1) remove call records, (ii) alter or replace call records, (ii) alter or replace jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Using reasonable efforts and to the extent technically feasible, each Party also shall undertake steps to ensure that any service provider who hands off traffic for delivery to the other Party does not: (i) remove call records, (ii) alter or replace call records, (ii) alter or replace

jurisdictional information or (iv) insert or add any call record information except as specifically allowed by industry guidelines or as mutually agreed to by the Parties. Neither Party shall knowingly and intentionally (a) strip or alter call records to disguise the jurisdiction of the a call or (b) permit third parties to do so for traffic the Party delivers to the other Party.

- 56.10. Either Party may request an audit of the traffic types exchanged between the Parties. Each Party will provide upon request traffic study documentation of traffic being delivered to the other Party. Audit periods may include the period beginning with the month after the last audit or the Effective Date of the Agreement through, and including, the month prior to the audit request. Traffic study documentation can include records produced either from Embarq or CLECINTRADO COMM internal recording and monitoring systems or from third party vendors that record intercarrier traffic SS7 call records. These audit rights are in addition to the audit rights in Part A of this Agreement
- 56.11. E9-1-1 calls shall not be billed at reciprocal compensation rates, access rates, or transit rates.

## 57. SIGNALING NETWORK INTERCONNECTION

- 57.1. Embarq will offer interconnection to its signaling transfer points (STPs) for CLECINTRADO COMM switches which connect to Embarq's STPs via "A" links or for CLECINTRADO COMM's "B" or "D" links which are dedicated to the transport of signaling for local interconnection. Embarq's signaling service will be charged at tariff rates to CLECINTRADO COMMS that order such service.
- 57.2. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Telcordia Standards including ISDN User Part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 57.3. Standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLECINTRADO COMM will use other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Embarq will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
- 57.4. Where CLECINTRADO COMM is unwilling to utilize an alternate interconnection protocol, CLECINTRADO COMM will provide Embarq an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) Days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated

ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLECINTRADO COMM and Embarq. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLECINTRADO COMM, or Embarq internal customer demand for 64K CCC trunks.

## 57.5. Signaling Systems

### 57.5.1. Signaling Link Transport

- (a) Signaling Link Transport is a set of two or four dedicated 56 Kbps transmission paths between CLECINTRADO COMM-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity and a cross connect at an Embarq STP site.
- (b) Technical Requirements. Signaling Link transport shall consist of full duplex mode 56 Kbps transmission paths.

### 57.5.2. Signaling Transfer Points (STPs)

STPs provide functionality that enables the exchange of SS7 messages among and between switching elements, databases and third party signaling transfer points.

57.6. Technical Requirements. STPs provide interconnection to the functions of signaling networks or to third party SS7 networks connected to the Embarq SS7 network. These functions include:

57.6.1. Embarq local switching or Tandem Switching;

57.6.2. Embarq Service Control Points (SCPs)/Databases if arranged for under separate agreements;

57.6.3. Third-party local or Tandem Switching systems subject to any additional conditions or terms of the Third Party and

57.6.4. Third party provider STPs subject to any additional conditions or terms of the Third Party.

57.7. Interface Requirements. Embarq shall provide the following STP options to connect CLECINTRADO COMM or CLECINTRADO COMM-designated local switching systems or STPs to the Embarq SS7 network:

57.7.1. An A-link interface from CLECINTRADO COMM local switching systems; and

57.7.2. B- or D-link interface from CLECINTRADO COMM STPs.

57.7.3. Each type of interface shall be provided by one or more sets (layers) of signaling links, as follows:

- (a) An A-link layer shall consist of two (2) links,
  - (b) A B- or D-link layer shall consist of four (4) links,
- 57.8. Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the Embarq STP is located. Interface to Embarq's STP shall be the 56kb rate. The 56kb rate can be part of a larger facility, and CLECINTRADO COMM shall pay multiplexing/demultiplexing and channel termination, plus mileage of any leased facility.

## 58. TRUNK FORECASTING

- 58.1. CLECINTRADO COMM shall provide forecasts for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available. Embarq shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Company forecast information must be provided by CLECINTRADO COMM to Embarq twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:
- 58.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);
  - 58.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Telcordia documents BR 795-100-100 and BR 795-400-100;
  - 58.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by CLECINTRADO COMM that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
  - 58.1.4. Parties shall meet to review and reconcile the forecasts if forecasts vary significantly.
- 58.2. CLECINTRADO COMM shall provide an updated trunk forecast when ordering or requesting additional trunks from Embarq anytime after the initial trunk implementation.
- 58.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.

- 58.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS0, DS1, DS3/OC3 level, or higher, as agreed upon by CLECINTRADO COMM and Embarq.
- 58.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
- 58.5.1. In the event that CLECINTRADO COMM over-forecasts its trunking requirements by twenty percent (20%) or more, and Embarq acts upon this forecast to its detriment, Embarq may recoup any actual and reasonable expense it incurs.
- 58.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS1 equivalents for the total traffic volume to Embarq.
- 58.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.
- 58.6. Grade of Service. An overall blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLECINTRADO COMM end office and an Embarq access Tandem carrying meet point traffic shall be maintained. All other Tandem trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
- 58.7. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, RASR or other industry standard format as specified by Embarq for trunk ordering.

## 59. NETWORK MANAGEMENT

- 59.1. Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CLECINTRADO COMM and Embarq will immediately notify each other of any protective control action planned or executed.
- 59.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes

will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

- 59.3. Mass Calling. CLECINTRADO COMM and Embarq shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network.

## 60. INDIRECT TRAFFIC

### 60.1. Interconnection

- 60.1.1. The Parties may send each other Indirect Traffic.
- 60.1.2. For purposes of exchanging Indirect Traffic there is no physical or direct point of interconnection between the Parties, therefore neither Party is required to construct new facilities or make mid-span meet arrangements available to the other Party for Indirect Traffic.
- 60.1.3. Indirect interconnection with SprintEmbarq shall only be allowed to the extent CLECINTRADO COMM is interconnected at the tandem switch which SprintEmbarq's end office subtends.
- 60.1.4. Interconnection to CLECINTRADO COMM will provide SprintEmbarq with access to CLECINTRADO COMM's end-users and to other companies which are likewise connected to CLECINTRADO COMM for local and toll service purposes.
- 60.1.5. Notwithstanding any other provision to the contrary, once the Indirect Traffic volume between CLECINTRADO COMM and a SprintEmbarq end office exceeds a DS1 equivalent of traffic, SprintEmbarq will no longer allow indirect interconnection and CLECINTRADO COMM must establish a direct interconnection with SprintEmbarq's end office for the mutual exchange of traffic. Within sixty (60) days of when the indirect traffic exceeds a DS1, CLECINTRADO COMM shall establish a direct interconnection with SprintEmbarq's end office.

### 60.2. Exchange Of Traffic

- 60.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third party providing the transit services.
- 60.2.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective network. For this Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party, if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any direct costs incurred by the

terminating Party to obtain the records from a third party will be billed back to the originating Party.

60.2.3. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.

60.2.4. Until Indirect traffic exceeds a DS1, each Party is responsible for the payment of transit charges for its originating traffic assessed by the transiting party. After Indirect traffic exceeds a DS1, if CLECINTRADO COMM has not established a direct end office trunking 60 days after Embarq notifies CLECINTRADO COMM in accordance with section 20, CLECINTRADO COMM will reimburse Embarq for any transit charges billed by an intermediary carrier for Local Traffic or ISP-Bound Traffic originated by Embarq.

### 60.3. Compensation for Indirect Traffic

#### 60.3.1. Non-Local and Non-ISP-Bound Indirect Traffic

60.3.1.1. Compensation for the termination of non-Local traffic, non-ISP-Bound Traffic and the origination of 800 traffic between the interconnecting Parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

60.3.1.2. Toll traffic, switched access, and special access traffic, if separately chargeable, shall be charged the appropriate rate out of the terminating LEC's tariff or via other appropriate meet point access arrangements. Where exact transport mileage is not available, an average, arrived at by mutual agreement of the Parties, will be used.

60.3.2. Local Traffic and ISP-Bound Traffic. The rates set forth on Table One shall apply, in accordance with Part F of this Agreement.

## 61. USAGE MEASUREMENT

61.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.

61.2. Measurement of minutes of use over Local Interconnection trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

61.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.

61.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

## 62. RESPONSIBILITIES OF THE PARTIES

62.1. Embarq and CLECINTRADO COMM will review engineering requirements consistent with the Implementation Plan described in Part B, Part C, Part F and as otherwise set forth in this Agreement.

62.2. CLECINTRADO COMM and Embarq shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

62.3. CLECINTRADO COMM and Embarq shall:

62.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

62.3.2. Notify each other when there is any change affecting the service requested, including the due date.

62.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

62.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

62.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

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 CLECINTRADO COMM 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. ~~CLECINTRADO COMM~~ must be NPAC certified and have met Embarq testing parameters prior to activating LNP. After initial LNP implementation by a ~~CLECINTRADO COMM/CMRS~~ provider testing and porting will be done at ~~CLECINTRADO COMM~~'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 ~~CLECINTRADO COMM~~ 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.