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May 20, 2011

**VIA ELECTRONIC FILING**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street, Second Floor  
Harrisburg, PA 17120

Re: Joint Application for Approval of a Interconnection Agreement between  
The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink  
and Verizon Maryland Inc. – Docket No. A-

Dear Secretary Chiavetta:

The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink (“CenturyLink”) submits this letter for approval and for filing of the attached true and correct copy of an executed Interconnection Agreement (“Agreement”). The attached Agreement is between CenturyLink, an incumbent local exchange carrier (“ILEC”) in the Commonwealth of Pennsylvania, and Verizon Maryland Inc., an ILEC operating in the State the Maryland.<sup>1</sup> The attached Agreement was made pursuant to Section 252 of the Telecommunications Act of 1996. 47 U.S.C. §252. CenturyLink respectfully requests that the Pennsylvania Public Utility Commission (“Commission”) approve the attached Agreement.

By way of further background, CenturyLink had previously filed two petitions in accordance with CenturyLink’s Bona Fide Retail Request Program (“BFRR”). *See*, Docket Nos. P-2009-2177415 and P-2010-2211389. Those petitions addressed deployment of facilities for qualifying BFRRs situated within CenturyLink’s Pennsylvania service territory located near the Pennsylvania/Maryland border.<sup>2</sup> In order for CenturyLink to complete these BFRR program requests in the mandated timeframe without seeking a third extension from the Commission,

<sup>1</sup> The point of interconnection (POI) for the exchange of traffic between the parties to the Agreement is at the PA/MD state line. It is the understanding of CenturyLink that the operations and business activities of Verizon Maryland, Inc. are limited to the State of Maryland.

<sup>2</sup> The Pennsylvania Carrier Service Areas (“CSAs”) in CenturyLink’s ILEC service territory subject to the two CenturyLink BFRR extension petitions included: Hewitt CSA 023 (Flintstone Creek), Hewitt CSA 024 (Town Creek Road), Hewitt CSA 025 (Bear Camp), and State Line CSA 021 (Beans Cove). Due to their remote location and challenging terrain in southern Bedford County, CenturyLink’s Hewitt and State Line exchanges historically have been completely isolated from CenturyLink’s switching network. As such, and for many decades, CenturyLink and its predecessor companies have leased switching services from Verizon Maryland, Inc.

CenturyLink needed the cooperation of Verizon Maryland, Inc. to reconfigure existing traffic exchange arrangements for the affected exchanges; execution of the attached Agreement was required by Verizon Maryland, Inc. for such purposes.

A copy of this letter and the Agreement are simultaneously served via first class mail upon persons listed as proper recipients of notices to and on behalf of Verizon Maryland Inc. If you have any questions, please do not hesitate to call me.

Sincerely,



Sue Benedek

Attorney ID No. 60451

ZEB/jh

Enclosures

cc: Verizon Global Wholesale (*on behalf of Verizon Maryland, Inc.*)  
Steve Givner (*on behalf of CenturyLink*)

**INTERCONNECTION AGREEMENT**

**by and between**

**UNITED TELEPHONE OF PENNSYLVANIA LLC DBA CENTURYLINK (“CENTURYLINK”)**

**and**

**VERIZON MARYLAND INC. (“VERIZON”)**

**FOR THE STATE OF**

**MARYLAND**

**AND**

**THE COMMONWEALTH OF**

**PENNSYLVANIA**

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# INTERCONNECTION AGREEMENT

## PREFACE

This Interconnection Agreement (“Agreement”) shall be deemed effective April 6, 2011 (the “Effective Date”), between United Telephone of Pennsylvania LLC DBA CenturyLink (“CenturyLink”), a corporation organized under the laws of the Commonwealth of Pennsylvania, with offices at 240 N. Third Street, Suite 300, Harrisburg, PA 17101 and Verizon Maryland Inc. (“Verizon”), a corporation organized under the laws of the State of Maryland with offices at 1 East Pratt Street, Baltimore, MD 212012 (Verizon and CenturyLink may be referred to hereinafter, each, individually as a “Party”, and, collectively, as the “Parties”). The Parties are entering this Agreement in conjunction with a new interconnection arrangement established between the Parties.

## GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, pursuant to Section 252 of the Act, Verizon and CenturyLink hereby agree as follows:

### 1. The Agreement

- 1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated into and made a part of this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.
- 1.2 Except as otherwise expressly provided in the Principal Document, conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party that has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection “(a)” shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.
- 1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof, provided, however, notwithstanding any other provision of this Agreement or otherwise, this Agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to any prior interconnection or resale agreements and, accordingly, all monetary obligations of the Parties to one another under any prior interconnection or resale agreements shall remain in full force and effect and shall constitute monetary obligations of the Parties under this Agreement (provided, however, that nothing contained in this Agreement shall convert any claim or debt that would otherwise constitute a prepetition claim or debt in a bankruptcy case into a postpetition claim or debt). In connection with the foregoing, both Parties expressly reserve all of their respective rights under the Bankruptcy Code and Applicable Law to seek or oppose any relief in respect of the assumption, assumption and assignment, or rejection of any interconnection or resale agreements between Verizon and CenturyLink.
- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the



Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until July 1, 2012 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either CenturyLink or Verizon may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either CenturyLink or Verizon provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either CenturyLink or Verizon has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between CenturyLink and Verizon; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either CenturyLink or Verizon provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither CenturyLink nor Verizon has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) to the extent that either Party continues to use the Services being provided under this Agreement after the termination of this Agreement, such Services shall continue to be provided pursuant to the terms of this Agreement.

## **3. Glossary and Attachments**

The Glossary and the following Attachments are a part of this Agreement:

- Additional Services Attachment
- Interconnection Attachment
- Pricing Attachment
- Schedule 1

## **4. Applicable Law**

- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

- 4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 4.5 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 4.6 If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If within thirty (30) days of the effective date of such decision, determination, action or change, the Parties are unable to agree in writing upon mutually acceptable revisions to this Agreement, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction, without first pursuing dispute resolution in accordance with Section 14 of this Agreement.
- 4.6.1 Notwithstanding Section 4.6 above, to the extent Party A is required by a change in Applicable Law to provide to Party B a Service that is not offered under this Agreement to Party B, the terms, conditions and prices for such Service (including, but not limited to, the terms and conditions defining the Service and stating when and where the Service will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Party A Tariff, or, in the absence of an applicable Party A Tariff, as mutually agreed by the Parties in a written amendment to the Agreement that, upon the request of either Party, the Parties shall negotiate in accordance with the requirements of Section 252 of the Act. In no event shall Party A be required to provide any such Service in the absence of such a Party A Tariff or amendment.
- 4.7 Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law, Party A is not required by Applicable Law to provide any Service, payment or benefit, otherwise required to be provided to Party B hereunder, then Party A may discontinue the provision of any such Service, payment or benefit in accordance with Applicable Law. Party A

will provide thirty (30) days prior written notice to Party B of any such discontinuance of a Service, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff) or Applicable Law for termination of such Service in which event such specified period and/or conditions shall apply. For the avoidance of any doubt, this Section 4.7 is self-effectuating and no amendment to this Agreement shall be required to implement it.

## **5. Assignment**

Neither Party may assign this Agreement or any right or interest under this Agreement, nor delegate any obligation under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any attempted assignment or delegation in violation of this Section 5 shall be void and ineffective and constitute default of this Agreement.

## **6. Assurance of Payment**

6.1 Upon request by Verizon, CenturyLink shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder.

6.2 Assurance of payment of charges may be requested by Verizon if CenturyLink (a) prior to the Effective Date, has failed to timely pay a bill rendered to CenturyLink by Verizon or its Affiliates, (b) on or after the Effective Date, fails to timely pay a bill rendered to CenturyLink by Verizon or its Affiliates, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

6.3 Unless otherwise agreed by the Parties, the assurance of payment shall consist of an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount equal to two (2) months anticipated charges (including, but not limited to, both recurring and non-recurring charges), as reasonably determined by Verizon, for the Services to be provided by Verizon to CenturyLink in connection with this Agreement. If CenturyLink meets the condition in subsection 6.2 (d) above or has failed to timely pay two or more bills rendered by Verizon or a Verizon Affiliate in any twelve (12)-month period, Verizon may, at its option, demand (and CenturyLink shall provide) additional assurance of payment, consisting of monthly advanced payments of estimated charges as reasonably determined by Verizon, with appropriate true-up against actual billed charges no more frequently than once per Calendar Quarter.

6.4 [Intentionally Left Blank].

6.5 [Intentionally Left Blank].

6.6 Verizon may (but is not obligated to) draw on the letter of credit upon notice to CenturyLink in respect of any amounts to be paid by CenturyLink hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.

- 6.7 If Verizon draws on the letter of credit, upon request by Verizon, CenturyLink shall provide a replacement or supplemental letter of credit conforming to the requirements of Section 6.3.
- 6.8 Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as CenturyLink has provided Verizon with such assurance of payment.
- 6.9 The fact that a letter of credit is requested by Verizon hereunder shall in no way relieve CenturyLink from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and payment for Services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of Services for nonpayment of any amounts payment of which is required by this Agreement.

## **7. Audits**

- 7.1 Except as may be otherwise specifically provided in this Agreement, either Party (“Auditing Party”) may audit the other Party’s (“Audited Party”) books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party’s bills. Such audits may be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Audited Party having an aggregate value of at least \$1,000,000.
- 7.2 The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.
- 7.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party’s bills.
- 7.4 Audits shall be performed at the Auditing Party’s expense, provided that there shall be no charge for reasonable access to the Audited Party’s employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party’s bills.

## **8. Authorization**

- 8.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.2 CenturyLink represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of

Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.3 CenturyLink Certification.

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as CenturyLink has obtained such FCC and Commission authorization as may be required by Applicable Law for conducting business in the Commonwealth of Pennsylvania. CenturyLink shall not place any Orders under this Agreement until it has obtained such authorization. CenturyLink shall provide proof of such authorization to Verizon upon request.

**9. Billing and Payment; Disputed Amounts**

9.1 Except as otherwise provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement.

9.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date"): (a) the due date specified on the billing Party's statement; or (b) twenty (20) days after the date the statement is received by the billed Party. Payments shall be transmitted by electronic funds transfer.

9.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a class of charges that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 14, Dispute Resolution.

9.4 Charges due to the billing Party that are not paid by the Due Date shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

9.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.

**10. Confidentiality**

- 10.1 As used in this Section 10, "Confidential Information" means the following information that is disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") in connection with, or anticipation of, this Agreement:
- 10.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 7;
  - 10.1.2 Any forecasting information provided pursuant to this Agreement;
  - 10.1.3 Customer Information (except to the extent that (a) the Customer Information is published in a directory, (b) the Customer Information is disclosed through or in the course of furnishing a Telecommunications Service, such as directory assistance, operator service, Caller ID or similar service, or LIDB service, or (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
  - 10.1.4 information related to specific facilities or equipment (including, but not limited to, cable and pair information);
  - 10.1.5 any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary"; and
  - 10.1.6 any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be "Confidential" or "Proprietary".

Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information pursuant to Sections 10.1.5 or 10.1.6.

- 10.2 Except as otherwise provided in this Agreement, the Receiving Party shall:
- 10.2.1 use the Confidential Information received from the Disclosing Party only in performance of this Agreement; and
  - 10.2.2 using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section 10 in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section 10.

- 10.3 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for (a) Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement, and (b) one copy for archival purposes only.
- 10.4 Unless otherwise agreed, the obligations of Sections 10.2 and 10.3 do not apply to information that:
- 10.4.1 was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
  - 10.4.2 is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
  - 10.4.3 is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
  - 10.4.4 is independently developed by the Receiving Party;
  - 10.4.5 is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
  - 10.4.6 is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 10.5 Notwithstanding the provisions of Sections 10.1 through 10.4, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 10.6 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 10.7 The provisions of this Section 10 shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by a Party of any right with regard to the use, or protection of the confidentiality of, CPNI provided by Applicable Law.

10.8 Each Party's obligations under this Section 10 shall survive expiration, cancellation or termination of this Agreement.

## **11. Counterparts**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## **12. Default**

If either Party ("Defaulting Party") fails to make a payment required by this Agreement (including, but not limited to, any payment required by Section 9.3 of undisputed amounts to the billing Party) or materially breaches any other material provision of this Agreement, and such failure or breach continues for thirty (30) days after written notice thereof from the other Party, the other Party may, by written notice to the Defaulting Party, (a) suspend the provision of any or all Services hereunder, or (b) cancel this Agreement and terminate the provision of all Services hereunder.

## **13. [This Section Intentionally Left Blank]**

## **14. Dispute Resolution**

14.1 Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten Business Days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within 45 days after the date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

14.2 If the Parties have been unable to resolve the dispute within 45 days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

## **15. Force Majeure**

15.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), inability to obtain equipment, parts, software or repairs thereof, acts or omissions of the other Party, and acts of God.

15.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused



from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

15.3 Notwithstanding the provisions of Sections 15.1 and 15.2, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

15.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

## **16. Forecasts**

In addition to any other forecasts required by this Agreement, upon request by Party A, Party B shall provide to Party A forecasts regarding the Services that Party B expects to purchase from Party A, including, but not limited to, forecasts regarding the types and volumes of Services that Party B expects to purchase and the locations where such Services will be purchased.

## **17. Fraud**

17.1 CenturyLink assumes responsibility for all fraud associated with its Customers and accounts. Verizon shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to CenturyLink's account in cases of, fraud by CenturyLink's Customers or other third parties.

17.2 Verizon assumes responsibility for all fraud associated with its Customers and accounts. CenturyLink shall bear no responsibility for, and shall have no obligation to investigate or make adjustments to Verizon's account in cases of, fraud by Verizon's Customers or other third parties.

## **18. Good Faith Performance**

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed. If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Maryland a Service offered under this Agreement, Verizon reserves the right to negotiate in good faith with CenturyLink reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures. If and, to the extent that, CenturyLink, prior to the Effective Date of this Agreement, has not provided in the Commonwealth of Pennsylvania a Service offered under this Agreement, CenturyLink reserves the right to negotiate in good faith with Verizon reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## 19. Headings

The headings used in the Principal Document are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Principal Document.

## 20. Indemnification

20.1 Each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Third Party Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, to the extent such injury, death, damage, destruction or loss, was proximately caused by the grossly negligent or intentionally wrongful acts or omissions of the Indemnifying Party, the Indemnifying Party's Affiliates, or the directors, officers, employees, Agents or contractors (excluding the Indemnified Party) of the Indemnifying Party or the Indemnifying Party's Affiliates, in connection with this Agreement.

20.2 Indemnification Process.

20.2.1 As used in this Section 20, "Indemnified Person" means a person whom an Indemnifying Party is obligated to indemnify, defend and/or hold harmless under Section 20.1.

20.2.2 An Indemnifying Party's obligations under Section 20.1 shall be conditioned upon the following:

20.2.3 The Indemnified Person: (a) shall give the Indemnifying Party notice of the Third Party Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Person related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to a Third Party Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Third Party Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of a Third Party Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense, provided, however, that the Indemnified Person shall have the right to approve the Indemnifying Party's choice of legal counsel.

20.2.4 If the Indemnified Person fails to comply with Section 20.2.3 with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

20.2.5 Subject to 20.2.6 and 20.2.7, below, the Indemnifying Party shall have the authority to defend and settle any Third Party Claim.

20.2.6 With respect to any Third Party Claim, the Indemnified Person shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could

affect the rights of the Indemnified Person. In so participating, the Indemnified Person shall be entitled to employ separate counsel for the defense at the Indemnified Person's expense. The Indemnified Person shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party.

- 20.2.7 In no event shall the Indemnifying Party settle a Third Party Claim or consent to any judgment with regard to a Third Party Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Person, the Indemnified Person shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Third Party Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify or hold harmless the Indemnified Person against, the Third Party Claim for any amount in excess of such refused settlement or judgment.
- 20.2.8 The Indemnified Person shall, in all cases, assert any and all provisions in applicable Tariffs and Customer contracts that limit liability to third persons as a bar to, or limitation on, any recovery by a third-person claimant.
- 20.2.9 The Indemnifying Party and the Indemnified Person shall offer each other all reasonable cooperation and assistance in the defense of any Third Party Claim.
- 20.3 Each Party agrees that it will not implead or bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement.
- 20.4 Each Party's obligations under this Section 20 shall survive expiration, cancellation or termination of this Agreement.

## **21. Insurance**

- 21.1 Each Party shall maintain during the term of this Agreement and for a period of two years thereafter all insurance required to satisfy their obligations under this Agreement (including, but not limited to, those obligations set forth in Section 20 hereof) and all insurance required by Applicable Law. The insurance shall be obtained from an insurer having an A.M. Best insurance rating of at least A-, financial size category VII or greater, provided, however, that a Party may elect to self-insure for the coverages specified in this Section 21 on the condition that such Party provides written proof satisfactory to the other Party that it maintains net financial worth of at least one hundred million dollars (\$100 million). At a minimum and without limiting the foregoing undertaking, each Party shall maintain the following insurance:
  - 21.1.1 Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, products/completed operations, contractual liability, independent contractors, and personal

and advertising injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

- 21.1.2 Commercial Automobile Liability Insurance covering all owned, hired and non-owned vehicles, with limits of at least \$2,000,000 combined single limit for each accident.
- 21.1.3 Excess/Umbrella Liability Insurance with limits of at least \$10,000,000 per occurrence and aggregate.
- 21.1.4 Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$2,000,000 each accident/disease/policy limit.
- 21.1.5 Each Party shall maintain all risk property insurance for the full replacement cost value of its real and personal property and equipment located at, on or in the other Party's premises, facility, or right-of-way.
- 21.2 [Intentionally Left Blank.]
- 21.3 Each Party agrees to include the other Party as an additional insured as their interest may appear on all policies required by this Agreement, excluding workers' compensation and employer's liability, unless such Party has elected to self insure in accordance with Section 21.1.
- 21.4 Within two (2) weeks of the Effective Date hereof, at the time of each renewal of, or material adverse change in, insurance policies, each Party shall provide the other Party with certificates of insurance evidencing the coverage required by this Agreement, unless such Party has elected to self insure in accordance with Section 21.1. Certificates or other proof of the foregoing insurance issued to Verizon as the certificate holder shall be sent to: Director - Negotiations, Verizon Partner Solutions, 600 Hidden Ridge, HQEWMNOTICES, Irving, TX 75038. Certificates or other proof of the foregoing insurance issued to CenturyLink as the certificate holder shall be sent to: Director - Contractor Management, CenturyLink, 5454 W. 110<sup>th</sup> St., MS: KSOPKJ0201-207, Overland Park, KS 66211, Facsimile Number: (913) 345-7670.
- 21.5 Each Party shall require its contractors or subcontractors, if any, that may enter upon the premises or access the facilities or equipment of the other Party to obtain and maintain substantially the same coverage with substantially the same limits as that required of the Parties to this Agreement.
- 21.6 Failure of either Party to obtain and maintain insurance and provide certificates of insurance as required in Sections 21.1 through 21.5, shall be deemed a material breach of this Agreement.
- 21.7 Certificates furnished by the contractors or subcontractors of CenturyLink shall contain a clause stating: "Verizon Maryland Inc. shall be notified in writing at least thirty (30) days prior to any notice of non-renewal, cancellation, or material adverse change in, the insurance, except ten (10) day notice for non-payment of premium shall apply." Certificates furnished by the contractors or subcontractors of Verizon shall contain a clause stating: "CenturyLink shall be notified in writing at least thirty (30) days prior to any notice of non-renewal, cancellation, or material adverse change in, the insurance, except ten (10) day notice for non-payment of premium shall apply."

## **22. Intellectual Property**

- 22.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.
- 22.2 Except as stated in Section 22.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Affiliates or Customers based on or arising from any Third Party Claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party under this Agreement, or the performance of any service or method, either alone or in combination, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.
- 22.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.
- 22.4 Party A agrees that the Services provided by Party B hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Party B and Party B's vendors. Party B agrees to advise Party A, directly or through a third party, of any such terms, conditions or restrictions that may limit any Party A use of a Service provided by Party B that is otherwise permitted by this Agreement. Party A shall reimburse Party B for the cost of obtaining third party intellectual property rights.

## **23. Joint Work Product**

The Principal Document is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

## **24. Law Enforcement**

- 24.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.

- 24.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 24.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through operations support system interfaces to the extent required or permitted by Applicable Law.

## **25. Liability**

- 25.1 As used in this Section 25, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 25.2 Except as otherwise stated in Section 25.5, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 25.3 Except as otherwise stated in Section 25.5, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or similar commercial or economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.
- 25.4 The limitations and exclusions of liability stated in Sections 25.1 through 25.3 shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 25.5 Nothing contained in Sections 25.1 through 25.4 shall exclude or limit liability:
- 25.5.1 under Sections 20, Indemnification, or 41, Taxes.
  - 25.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement.
  - 25.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
  - 25.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;

- 25.5.5 under Section 258 of the Act or any order of FCC or the Commission implementing Section 258; or
- 25.5.6 under the financial incentive or remedy provisions of any service quality plan required by the FCC or the Commission.
- 25.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section 25 and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 25.7 [Intentionally Left Blank.]

## **26. Network Management**

- 26.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. CenturyLink and Verizon will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and subject to Section 17, to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 26.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 26.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation, of the other Party ("Interfering Party") will or are likely to interfere with or impair the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend any Service provided to the Interfering Party to the extent necessary to prevent such interference or impairment, subject to the following:
  - 26.3.1 Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an actual interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall have given the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and taken other actions, if any, required by Applicable Law; and,
  - 26.3.2 Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service.

26.4 Outage Repair Standard. In the event of an outage or trouble in any Service being provided by a Party hereunder, the Providing Party will follow Verizon's standard procedures for isolating and clearing the outage or trouble.

**27. Non-Exclusive Remedies**

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

**28. Notice of Network Changes**

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change at least ninety (90) days in advance of such change, and shall use reasonable efforts, as commercially practicable, to publish such notice at least one hundred eighty (180) days in advance of the change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law (including, but not limited to, 47 CFR 51.325 through 51.335) notice shall be given at the time required by Applicable Law.

**29. Notices**

29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by first class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

29.1.3 shall be delivered to the following addresses of the Parties:

To CenturyLink: Director, Wholesale Contract Management  
CenturyLink  
930 15<sup>th</sup> Street  
Denver, CO 80202  
Facsimile Number: (303) 672-2714

with a copy to:

Senior Attorney  
CenturyLink External Affairs  
240 N. 3<sup>rd</sup> St., Suite 200  
MS: PAHRSG01-216  
Harrisburg, PA 17101  
Facsimile Number: (717) 236-1389

To Verizon:



Director- Negotiations  
Verizon Global Wholesale  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
Facsimile Number: (972) 719-1519  
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel  
Verizon Global Wholesale  
1320 North Court House Road  
9<sup>th</sup> Floor  
Arlington, VA 22201  
Facsimile: (703) 351-3656

or to such other address as either Party shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

Party A shall notify Party B, by written notice pursuant to this Section 29, of any changes in the addresses or other Party A contact information identified under Section 29.1.3 above.

### **30. Ordering and Maintenance**

Party A shall use Party B's electronic Operations Support System access platforms to submit Orders and requests for maintenance and repair of Services, and to engage in other pre-ordering, ordering, provisioning, maintenance and repair transactions. If Party B has not yet deployed an electronic capability for Party A to perform a pre-ordering, ordering, provisioning, maintenance or repair, transaction offered by Party B, Party A shall use such other processes as Party B has made available for performing such transaction (including, but not limited, to submission of Orders by telephonic facsimile transmission and placing trouble reports by voice telephone transmission).

### **31. Performance Standards**

- 31.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.
- 31.2 CenturyLink shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act.

### **32. Point of Contact for Customers**

- 32.1 Party A shall establish telephone numbers and mailing addresses at which Party A's Customers may communicate with Party A and shall advise Party A's Customers of these telephone numbers and mailing addresses.
- 32.2 Except as otherwise agreed to by Party A, Party A shall have no obligation, and may decline, to accept a communication from a Party B Customer, including, but not limited to, a Party B Customer request for repair or maintenance of a Party A Service provided to Party B.

### **33. Predecessor Agreements**

- 33.1 Except as stated in Section 33.2 or as otherwise agreed in writing by the Parties:
  - 33.1.1 Further to, and in accordance with, the provisions of Section 1 of the General Terms and Conditions of this Agreement, any prior interconnection or resale agreement between the Parties for the State of Maryland and Commonwealth of Pennsylvania pursuant to Section 252 of the Act and in effect prior to the Effective Date is hereby superseded; and
  - 33.1.2 any Services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of Maryland and Commonwealth of Pennsylvania pursuant to Section 252 of the Act and in effect prior to the Effective Date, shall as of the Effective Date be subject to and purchased under this Agreement.
- 33.2 Except as otherwise agreed in writing by the Parties, if a Service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the Service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the Service will be purchased under this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.
- 33.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 33.2, the Purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the Purchasing Party, the Providing Party shall be entitled to payment from the Purchasing Party of the difference between the price of the Service that was actually paid by the Purchasing Party under the commitment and the price of the Service that would have applied if the commitment had been to purchase the Service only until the time that the commitment was cancelled.

### **34. Publicity and Use of Trademarks or Service Marks**

- 34.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 34.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

34.3 Any violation of this Section 34 shall be considered a material breach of this Agreement.

### **35. References**

35.1 All references to Sections, Appendices and Exhibits shall be deemed to be references to Sections, Appendices and Exhibits of this Agreement unless the context shall otherwise require.

35.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document (including Verizon or third party guides, practices or handbooks), or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

### **36. Relationship of the Parties**

36.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

36.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a franchise, distributorship or similar interest.

36.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

36.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.

36.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

36.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

### **37. Reservation of Rights**

37.1 Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through

changes in Applicable Law; (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction; and (e) to collect debts owed to it under any prior interconnection or resale agreements. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

37.2 [Intentionally left blank.]

**38. Subcontractors**

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

**39. Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

**40. Survival**

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 10), indemnification or defense (including, but not limited to, Section 20), or limitation or exclusion of liability (including, but not limited to, Section 25), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

**41. Taxes**

41.1 In General. With respect to any purchase of Services under this Agreement, if any federal, state or local tax, fee, surcharge or other tax-like charge, excluding any tax levied on property or net income, (a "Tax") is required or permitted by Applicable Law or a Tariff to be collected from the Purchasing Party by the Providing Party, then (a) the Providing Party shall bill the Purchasing Party for such Tax, as a separately stated item on the invoice, (b) the Purchasing Party shall timely remit such Tax to the Providing Party and (c) the Providing Party shall timely remit such collected Tax to the applicable taxing authority as and to the extent required by Applicable Law.

41.2 Taxes Imposed on the Providing Party or Receipts. With respect to any purchase of Services under this Agreement, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the Providing Party, and such Applicable Law permits the Providing Party to exclude certain receipts received from sales to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based on the fact that the Purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"),

then the Purchasing Party shall pay and remit the Receipts Tax as required by Applicable Law.

- 41.3 Taxes Imposed on Subscriber. With respect to any purchase of Services under this Agreement that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, or if any federal, state or local Tax is imposed on the Providing Party and required by Applicable Law to be passed through to the Subscriber, then the Purchasing Party (a) shall impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.
- 41.4 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption certificate requirement, then, if the Purchasing Party complies with such procedure, the Providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 41.7. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the Providing Party shall not collect such Tax if the Purchasing Party (a) furnishes the Providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (b) supplies the Providing Party with an indemnification agreement, acceptable to the Providing Party, which holds the Providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.
- 41.5 Liability for Uncollected Tax, Interest and Penalty
- 41.5.1 If the Providing Party has not received an exemption certificate from the Purchasing Party and the Providing Party fails to bill the Purchasing Party for any Tax as required by Section 41.1, then, as between the Providing Party and the Purchasing Party, (a) the Purchasing Party shall remain liable for such unbilled Tax and any interest assessed thereon and (b) the Providing Party shall be liable for any penalty assessed with respect to such unbilled Tax by a taxing authority.
- 41.5.2 If the Providing Party properly bills the Purchasing Party for any Tax but the Purchasing Party fails to remit such Tax to the Providing Party as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.
- 41.5.3 If the Providing Party does not collect any Tax as required by Section 41.1 because the Purchasing Party has provided such Providing Party with an exemption certificate that is later found to be inadequate, invalid or inapplicable by a taxing authority, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

- 41.5.4 If the Purchasing Party fails to pay the Receipts Tax as required by Section 41.2, then, as between the Providing Party and the Purchasing Party, (a) the Providing Party shall be entitled to reimbursement from the Purchasing Party for any Tax which is imposed on the Providing Party's receipts as a result of the Purchasing Party's failure to satisfy the requirement of Section 41.2 and (b) the Purchasing Party shall also be liable for any interest assessed thereon and any penalty assessed upon the Providing Party with respect to such Tax by the applicable taxing authority.
- 41.5.5 If the Purchasing Party fails to impose and/or collect any Tax from Subscribers as required by Section 41.3, then, as between the Providing Party and the Purchasing Party, the Purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the Purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the Purchasing Party agrees to indemnify and hold the Providing Party harmless on an after-tax basis for any costs incurred by the Providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the Providing Party due to the failure of the Purchasing Party to timely pay, or collect and timely remit, such Tax to such authority.
- 41.6 Audit Cooperation. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 41.7 Notices. All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 41, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 29 as well as to the following:

To Verizon:

Verizon Communications  
Tax Department  
One Verizon Way, VC53S-221  
Basking Ridge, NJ 07920

To CenturyLink:

Director, Wholesale Contract Management  
CenturyLink  
930 15<sup>th</sup> Street  
Denver, CO 80202  
Facsimile Number: (303) 672-2714

with a copy to:  
Senior Attorney  
CenturyLink External Affairs  
240 N. 3<sup>rd</sup> St., Suite 200  
MS: PAHRSG01-216  
Harrisburg, PA 17101  
Facsimile: (717) 236-1389

Each Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section. Any notice or other communication shall be deemed to be given when received.

#### **42. Technology Upgrades**

Notwithstanding any other provision of this Agreement, each Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit either Party's ability to modify its network through the incorporation of new equipment or software or otherwise.

#### **43. Territory**

- 43.1 This Agreement applies to the exchange of applicable traffic between the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State of Maryland and the territory in which CenturyLink operates as an Incumbent Local Exchange Carrier in the Commonwealth of Pennsylvania. Verizon shall be obligated to provide Services under this Agreement only within the territory in which Verizon operates as an Incumbent Local Exchange Carrier in the State of Maryland. CenturyLink shall be obligated to provide Services under this Agreement only within the territory in which CenturyLink operates as an Incumbent Local Exchange Carrier in the Commonwealth of Pennsylvania. For the avoidance of any doubt, if CenturyLink offers local exchange service within any territory in the State of Maryland in which Verizon operates as Incumbent Local Exchange Carrier, this Agreement shall not apply to any traffic exchanged within such territory, and CenturyLink shall be required to enter into a separate interconnection with Verizon (with respect to such territory) before CenturyLink exchanges any traffic with Verizon in such territory.
- 43.2 Notwithstanding any other provision of this Agreement, Verizon may terminate this Agreement as to a specific operating territory or portion thereof if Verizon sells or otherwise transfers its operations in such territory or portion thereof to a third-person. Verizon shall provide CenturyLink with at least 90 calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.
- 43.3 Notwithstanding any other provision of this Agreement, CenturyLink may terminate this Agreement as to a specific operating territory or portion thereof if CenturyLink sells or otherwise transfers its operations in such territory or portion thereof to a third-person. CenturyLink shall provide Verizon with at least 90 calendar days

prior written notice of such termination, which shall be effective upon the date specified in the notice.

**44. Third Party Beneficiaries**

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, Customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the Customers of the other Party or to any other third person.

**45. [This Section Intentionally Left Blank]**

**46. 252(i) Obligations**

To the extent required by Applicable Law, each Party shall comply with Section 252(i) of the Act.

**47. Use of Service**

Each Party shall make commercially reasonable efforts to ensure that its Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

**48. Waiver**

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

**49. Warranties**

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, **WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE** WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

**50. Withdrawal of Services**

50.1 Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, either Party may terminate its offering and/or provision of any Service under this Agreement upon thirty (30) days prior written notice to the other Party.

50.2 [Intentionally Left Blank].



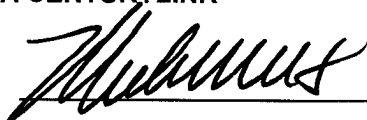
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**UNITED TELEPHONE OF PENNSYLVANIA LLC  
DBA CENTURYLINK**

**VERIZON MARYLAND INC.**

By: \_\_\_\_\_



By: \_\_\_\_\_



Printed: Mike Hunsucker

Printed: Jennifer Ross

Title: V.P. – Wholesale Services and Support

Title: Director - Interconnection

Date: \_\_\_\_\_

4-6-11

Date: \_\_\_\_\_

4/19/2011

## **GLOSSARY**

### **1. General Rule**

- 1.1 The provisions of Sections 1.2 through 1.4 and Section 2 apply with regard to the Principal Document. Terms used in a Tariff shall have the meanings stated in the Tariff.
- 1.2 Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in the Principal Document, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in the Principal Document, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of the Principal Document may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.
- 1.3 Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.
- 1.4 The words "shall" and "will" are used interchangeably throughout the Principal Document and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

### **2. Definitions**

- 2.1 Act.  

The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996).
- 2.2 Affiliate.  

Shall have the meaning set forth in the Act.
- 2.3 Agent.  

An agent or servant.
- 2.4 Agreement.  

This Agreement, as defined in Section 1 of the General Terms and Conditions.
- 2.5 [Intentionally Left Blank]
- 2.6 Ancillary Traffic.  

All traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: directory assistance, 911/E911, operator services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query and LIDB.

- 2.7 ANI (Automatic Number Identification).  
The signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling party.
- 2.8 Applicable Law.  
All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Agreement.
- 2.9 ATIS  
Alliance for Telecommunications Industry Solutions.
- 2.10 ATIS/OBF-EMI.  
Alliance for Telecommunication Industry Solutions Ordering and Billing Forum, formerly known as Telcordia Industries, Inc.
- 2.11 Business Day.  
Monday through Friday, except for holidays observed by Verizon.
- 2.12 Calendar Quarter.  
January through March, April through June, July through September, or October through December.
- 2.13 Calendar Year.  
January through December.
- 2.14 CCS (Common Channel Signaling).  
A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.
- 2.15 Central Office.  
An End Office or Tandem. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 2.16 [Intentionally Left Blank]
- 2.17 [Intentionally Left Blank]
- 2.18 Claims.  
Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).
- 2.19 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the State of Maryland and any Local Exchange Carrier other than CenturyLink that is operating as a Local Exchange Carrier in the territory in which CenturyLink operates as an ILEC in the Commonwealth of Pennsylvania.

2.20 CLLI Codes.

Common Language Location Identifier Codes.

2.21 [Intentionally Left Blank]

2.22 Commission.

For Services, facilities and arrangements provided by Verizon in the State of Maryland, the term "Commission" shall mean the Maryland Public Service Commission. For Services, facilities and arrangements provided by CenturyLink in the Commonwealth of Pennsylvania, the term "Commission" shall mean the Pennsylvania Public Utility Commission.

2.23 [Intentionally Left Blank]

2.24 CPN (Calling Party Number).

A CCS parameter that identifies the calling party's telephone number.

2.25 CPNI (Customer Proprietary Network Information).

Shall have the meaning set forth in Section 222 of the Act, 47 U.S.C. § 222.

2.26 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

2.27 Customer Information.

Customer Proprietary Network Information (CPNI) of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

2.28 [Intentionally Left Blank]

2.29 Digital Signal Level.

One of several transmission rates in the time-division multiplex hierarchy.

2.30 [Intentionally Left Blank]

2.31 DS1 (Digital Signal Level 1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.32 [Intentionally Left Blank]

2.33 EMI (Exchange Message Interface).

Standard used for the interexchange of telecommunications message information between local exchange carriers and interexchange carriers for billable, non-billable, sample, settlement and study data. Data is provided between companies via a unique record layout that contains Customer billing information, account summary and tracking analysis. EMI format is contained in the Alliance for Telecommunications Industry Solutions ("ATIS") document, ATIS 0406000-xxxx (where xxxx refers to the issue of publication).

2.34 End Office.

A switching entity that is used for connecting lines to lines or lines to trunks for the purpose of originating/terminating calls. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.35 Exchange Area Boundary (EAB) Arrangement.

An interconnection arrangement whereby the transmission facilities of Verizon and CenturyLink meet at a mutually agreed-upon location at the franchise territory boundary where Verizon and CenturyLink have separate but contiguous service territories. An EAB arrangement is subject to technical feasibility and the availability of facilities.

2.36 Exchange Access.

Shall have the meaning set forth in the Act.

2.37 Extended Local Calling Scope Arrangement.

An arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.

2.38 FCC.

The Federal Communications Commission.

2.39 FCC Internet Orders.

The following FCC orders: (a) Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (adopted April 18, 2001) (hereinafter the "April 18, 2001 FCC Internet Order"); and, (b) Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service Support; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-68, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-122 (adopted November 5, 2008) (hereinafter the "November 5,

- 2008 FCC Internet Order”).
- 2.40 FCC Regulations.  
The unstayed, effective regulations promulgated by the FCC, as amended from time to time.
- 2.41 ILEC (Incumbent Local Exchange Carrier).  
Shall have the meaning stated in the Act. Verizon and CenturyLink are ILECs.
- 2.42 Information Access.  
The provision of specialized exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services, including a provider of Internet access or Internet transmission services.
- 2.43 Internet Traffic.  
Any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.
- 2.44 InterLATA Service.  
Shall have the meaning set forth in the Act.
- 2.45 IntraLATA.  
Telecommunications that originate and terminate within the same LATA.
- 2.46 [Intentionally Left Blank].
- 2.47 IXC (Interexchange Carrier).  
A Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- 2.48 LATA (Local Access and Transport Area).  
Shall have the meaning set forth in the Act.
- 2.49 LEC (Local Exchange Carrier).  
Shall have the meaning set forth in the Act.
- 2.50 LERG (Local Exchange Routing Guide).  
A Telcordia Technologies reference containing NPA/NXX routing and homing information.
- 2.51 LIDB (Line Information Data Base).  
Line Information databases which provide, among other things, calling card validation functionality for telephone line number cards issued by Verizon and other entities and validation data for collect and third number-billed calls (e.g.,

data for billed number screening).

2.52 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a local calling area set forth in Schedule 1, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same local calling area set forth in Schedule 1. For the purposes of this definition, a local calling area set forth in Schedule 1 includes a non-optional Extended Local Calling Scope Arrangement, but does not include an optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic) (as defined in the Interconnection Attachment) does not constitute Measured Internet Traffic.

2.53 MECAB (Multiple Exchange Carrier Access Billing).

A document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECAB document, published by ATIS as "ATIS/OBF-MECAB", as revised from time to time, contains the recommended guidelines for the billing of an Exchange Access Service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

2.54 MECOD (Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface).

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of ATIS. The MECOD document, published by ATIS as "ATIS/OBF-MECOD", as revised from time to time, establishes methods for processing orders for Exchange Access Service that is to be provided by two or more LECs.

2.55 [Intentionally Left Blank].

2.56 NANP (North American Numbering Plan).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as the area code), followed by a 3-digit NXX code and 4 digit line number.

2.57 911/E-911 Call(s).

Call(s) made by the CenturyLink end user by dialing the three digit telephone number "911" to facilitate the reporting of an emergency requiring response by a public safety agency.

2.58 [Intentionally Left Blank]

2.59 NPA (Numbering Plan Area).

Also sometimes referred to as an area code, is the first three-digit indicator of each 10-digit telephone number within the NANP. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.60 NXX, NXX Code, Central Office Code or CO Code.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number).

2.61 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.62 Originating Switched Access Detail Usage Data.

A category 1101XX record as defined in the ATIS/OBF-EMI Practice BR-010-200-010.

2.63 Principal Document.

This document, including, but not limited to, the Title Page, the Table of Contents, the Preface, the General Terms and Conditions, the signature page, this Glossary, the Schedules, the Attachments, and the Appendices to the Attachments.

2.64 Providing Party.

A Party offering or providing a Service to the other Party under this Agreement.

2.65 [Intentionally Left Blank]

2.66 Purchasing Party.

A Party requesting or receiving a Service from the other Party under this Agreement.

2.67 Rate Center Area.

The geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.

2.68 Rate Center Point.

A specific geographic point, defined by a V&H coordinate, located within the Rate



Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic. Pursuant to Telcordia Practice BR-795-100-100, the Rate Center Point may be an End Office location, or a "LEC Consortium Point of Interconnection".

2.69 [Intentionally Left Blank]

2.70 Reciprocal Compensation.

The arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Orders, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network (as set forth in Section 5 of the Interconnection Attachment).

2.71 Reciprocal Compensation Traffic.

Telecommunications traffic originated by a Customer of one Party on that Party's network and terminated to a Customer of the other Party on that other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon the local calling areas set forth in Schedule 1. Reciprocal Compensation Traffic does not include the following traffic (it being understood that certain traffic types will fall into more than one (1) of the categories below that do not constitute Reciprocal Compensation Traffic): (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same local calling area set forth in Schedule 1, and based on the actual originating and terminating points of the complete end-to-end communication; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; (7) Voice Information Service Traffic (as defined in Section 5 of the Additional Services Attachment); or, (8) Virtual Foreign Exchange Traffic (or V/FX Traffic) (as defined in the Interconnection Attachment). For the purposes of this definition, a local calling area includes a non-optional Extended Local Calling Scope Arrangement set forth in Schedule 1, but does not include an optional Extended Local Calling Scope Arrangement.

2.72 Routing Point.

A specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA-NXXs. The Routing Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Routing Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center Area.

2.73 Service.

Any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under this Agreement.

- 2.74 SS7 (Signaling System 7).
- The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). Verizon and CenturyLink utilize this out-of-band signaling protocol in relation to their routing and completion of traffic.
- 2.75 [Intentionally Left Blank]
- 2.76 Switched Exchange Access Service.
- The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.
- 2.77 Tandem.
- A switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Offices and between and among End Offices and carriers' aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services. Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 2.78 Tariff.
- 2.78.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or
- 2.78.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.
- The term "Tariff" does not include any Verizon or CenturyLink Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.
- 2.79 Telcordia Technologies.
- Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).
- 2.80 Telecommunications Carrier.
- Shall have the meaning set forth in the Act.
- 2.81 Telecommunications Services.
- Shall have the meaning set forth in the Act.
- 2.82 Telephone Exchange Service.
- Shall have the meaning set forth in the Act.
- 2.83 Terminating Switched Access Detail Usage Data.

A category 1101XX record as defined in the ATIS/OBF-EMI Practice BR-010-200-010.

2.84 Third Party Claim.

A Claim where there is (a) a claim, demand, suit or action by a person who is not a Party, (b) a settlement with, judgment by, or liability to, a person who is not a Party, or (c) a fine or penalty imposed by a person who is not a Party.

2.85 Toll Traffic.

Traffic that is originated by a Customer of one Party on that Party's network and terminates to a Customer of the other Party on that other Party's network and is not Reciprocal Compensation Traffic, Measured Internet Traffic, or Ancillary Traffic. Toll Traffic may be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic", depending on whether the originating and terminating points are within the same LATA.

2.86 Toxic or Hazardous Substance.

Any substance designated or defined as toxic or hazardous under any "Environmental Law" or that poses a risk to human health or safety, or the environment, and products and materials containing such substance. "Environmental Laws" means the Comprehensive Environmental Response, Compensation, and Liability Act, the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, the Resource Conservation and Recovery Act, the Occupational Safety and Health Act, and all other Federal, State or local laws or governmental regulations or requirements, that are similar to the above-referenced laws or that otherwise govern releases, chemicals, products, materials or wastes that may pose risks to human health or safety, or the environment, or that relate to the protection of wetlands or other natural resources.

2.87 Traffic Factor 1.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ( $\frac{\text{Interstate Traffic Total Minutes of Use \{excluding Measured Internet Traffic Total Minutes of Use\}}{\text{Interstate Traffic Total Minutes of Use + Intrastate Traffic Total Minutes of Use}} \times 100$ ). Until the form of a Party's bills is updated to use the term "Traffic Factor 1", the term "Traffic Factor 1" may be referred to on the Party's bills and in billing related communications as "Percent Interstate Usage" or "PIU".

2.88 Traffic Factor 2.

For traffic exchanged via Interconnection Trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the combined total number of minutes of intrastate traffic and Measured Internet Traffic. ( $\frac{\text{Reciprocal Compensation Traffic Total Minutes of Use + Measured Internet Traffic Total Minutes of Use}}{\text{Intrastate Traffic Total Minutes of Use + Measured Internet Traffic Total Minutes of Use}} \times 100$ ). Until the form of a Party's bills is updated to use the term "Traffic Factor 2", the term "Traffic Factor 2" may be referred to on the Party's bills and in

billing related communications as “Percent Local Usage” or “PLU”.

2.89 V and H Coordinates Method.

A method of computing airline miles between two points by utilizing an established formula that is based on the vertical and horizontal coordinates of the two points.

2.90 Wire Center.

A building or portion thereof which serves as the premises for one or more End Offices, Tandems and related facilities.

## ADDITIONAL SERVICES ATTACHMENT

### 1. **Alternate Billed Calls**

- 1.1 The Parties will engage in settlements of alternate-billed calls (*e.g.*, collect, calling card, and third-party billed calls) originated or authorized by their respective Customers in accordance with an arrangement mutually agreed to by the Parties.

### 2. **[This Section Intentionally Left Blank]**

### 3. **Directory Services**

The Parties acknowledges that if either Party requests directory services from the other Party, such service may be obtained only under a separate agreement.

### 4. **[This Section Intentionally Left Blank]**

### 5. **Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not provided in the State of Maryland a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with CenturyLink reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures. If and, to the extent that, CenturyLink, prior to the Effective Date of this Agreement, has not provided in the Commonwealth of Pennsylvania a Service offered under this Attachment, CenturyLink reserves the right to negotiate in good faith with Verizon reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## **INTERCONNECTION ATTACHMENT**

### **1. General**

Each Party shall provide to the other Party, in accordance with this Agreement, but only to the extent required by Applicable Law, interconnection at a mutually agreed upon location at the franchise territory boundary employed by Verizon and CenturyLink pursuant to an Exchange Area Boundary arrangement ("EAB Location") to which the Parties mutually agree under the terms of this Agreement, for the transmission and routing of Telephone Exchange Service and Exchange Access.

### **2. ILEC to ILEC Interconnection Arrangements**

#### **2.1 EAB Location(s).**

2.1.1 Each Party, at its own expense, shall provide transport facilities to the EAB Location(s). If the Parties desire alternative interconnection arrangements, such alternative arrangements shall be subject to written mutual agreement by the Parties.

#### **2.2 Trunk Types.**

2.2.1 In interconnecting their networks pursuant to this Attachment, the Parties will use, as appropriate, the following separate and distinct trunk groups:

2.2.1.1 Interconnection Trunks for the transmission and routing of Reciprocal Compensation Traffic, translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic, and IntraLATA Toll Traffic, between their respective Telephone Exchange Service Customers, Tandem Transit Traffic, and, Measured Internet Traffic, all in accordance with Sections 3 through 6 of this Attachment;

2.2.1.2 Access Toll Connecting Trunks for the transmission and routing of Exchange Access traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between CenturyLink Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a Verizon access Tandem or between Verizon Telephone Exchange Service Customers and purchasers of Switched Exchange Access Service via a CenturyLink access Tandem in accordance with Sections 7 through 9 of this Attachment; and

2.2.1.3 Miscellaneous Trunk Groups as mutually agreed to by the Parties, including, but not limited to: (a) choke trunks for traffic congestion and testing; and, (b) untranslated IntraLATA/InterLATA toll free service access code (e.g. 800/888/877) traffic.

2.2.2 Other types of trunk groups may be used by the Parties as provided in other Attachments to this Agreement (e.g., 911/E-911 Trunks) or in other separate agreements between the Parties (e.g., directory

assistance trunks, operator services trunks, BLV/BLVI trunks or trunks for 500/555 traffic).

- 2.2.3 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).
- 2.2.4 Except as otherwise agreed, CenturyLink shall establish, at the EAB Location(s), separate Interconnection Trunk group(s) between such EAB Location(s) and each Verizon Tandem in a LATA with a subtending End Office(s) to which CenturyLink originates calls for Verizon to terminate.
- 2.2.5 In the event the volume of traffic between a Verizon End Office and an EAB Location, which is carried by a final Tandem Interconnection Trunk group, exceeds (a) the Centum Call Seconds (Hundred Call Seconds) busy hour equivalent of one (1) DS1 at any time; (b) 200,000 minutes of use for a single month; and/or, (c) 600 busy hour Centum Call Seconds (BHCCS) of use for a single month; (i): if One-Way Interconnection Trunks are used, the originating Party shall promptly submit a mutually agreeable order document to the terminating Party to establish new or augment existing End Office One-Way Interconnection Trunk groups between the Verizon End Office and the EAB Location; or, (ii) if Two-Way Interconnection Trunks are used, the Parties shall promptly establish new or augment existing End Office Two-Way Interconnection Trunk group(s) between that Verizon End Office and the EAB Location.
- 2.2.6 Except as otherwise agreed in writing by the Parties, the total number of Tandem Interconnection Trunks between an EAB Location and a Verizon Tandem will be limited to a maximum of 240 trunks. In the event that the volume of traffic between an EAB Location and a Verizon Tandem exceeds, or reasonably can be expected to exceed, the capacity of the 240 trunks, the Parties shall promptly establish new or additional End Office Trunks to insure that the volume of traffic between the EAB Location and the Verizon Tandem does not exceed the capacity of the 240 trunks or other agreed maximum trunk quantity.
- 2.2.7 Interconnection Trunk groups shall not be subject to any performance measurements and remedies under this Agreement, and, except as otherwise required by Applicable Law, under any FCC or Commission approved carrier-to carrier performance assurance guidelines or plan.

## 2.3 One-Way Interconnection Trunks.

- 2.3.1 Where each Party uses One-Way Interconnection Trunks for the delivery of traffic to the other Party, each Party, at its own expense, shall:
  - 2.3.1.1 provide its own facilities for delivery of the traffic to the EAB Location(s) and/or
  - 2.3.1.2 obtain facilities from a third party for delivery of the traffic to the EAB Location(s).

- 2.3.2 For each Tandem or End Office One-Way Interconnection Trunk group for delivery of traffic from one Party to the other Party with a utilization level of less than sixty percent (60%) for final trunk groups and eighty-five percent (85%) for high usage trunk groups, unless the Parties agree otherwise, the Party delivering such traffic over the Interconnection Trunk group will promptly submit an appropriate order document to disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for all final trunk groups and eight-five (85%) for all high usage trunk groups.
- 2.3.3 [Intentionally Left Blank]
- 2.4 Two-Way Interconnection Trunks.
  - 2.4.1 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and CenturyLink, CenturyLink, at its own expense, shall:
    - 2.4.1.1 provide its own facilities to the EAB Location(s); and/or
    - 2.4.1.2 obtain facilities to the EAB Locations(s) from a third party.
  - 2.4.2 Where the Parties use Two-Way Interconnection Trunks for the exchange of traffic between Verizon and CenturyLink, Verizon, at its own expense, shall:
    - 2.4.2.1 provide its own facilities to the EAB Locations(s); and/or
    - 2.4.2.2 obtain facilities to the EAB Location(s) from a third party.
  - 2.4.3 Prior to establishing any Two-Way Interconnection Trunks, CenturyLink shall meet with Verizon to conduct a joint planning meeting ("Joint Planning Meeting"). At that Joint Planning Meeting, each Party shall provide to the other Party originating Centum Call Seconds (Hundred Call Seconds) information, and the Parties shall mutually agree on the appropriate initial number of End Office and Tandem Two-Way Interconnection Trunks and the interface specifications at the EAB Location(s) at which the Parties interconnect for the exchange of traffic. Where the Parties have agreed to convert existing One-Way Interconnection Trunks to Two-Way Interconnection Trunks, at the Joint Planning Meeting, the Parties shall also mutually agree on the conversion process and project intervals for conversion of such One-Way Interconnection Trunks to Two-Way Interconnection Trunks.
  - 2.4.4 Since the Parties have a longstanding traffic history, on an as needed basis but no less frequently than semi-annually, the Parties shall meet and provide to each other a good faith trunk forecast of the number of End Office and Tandem Two-Way Interconnection Trunks that will be needed during the ensuing two (2) year period for the exchange of traffic between CenturyLink and Verizon. CenturyLink's trunk forecasts shall conform to the Verizon trunk forecasting guidelines as in effect at that time.
  - 2.4.5 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on End Office and Tandem Two-Way Interconnection Trunks to determine the need for new trunk groups



and to plan any necessary changes in the number of Two-Way Interconnection Trunks.

- 2.4.6 Two-Way Interconnection Trunks shall have SS7 Common Channel Signaling, where available. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.4.7 With respect to End Office Two-Way Interconnection Trunks, both Parties shall use an economic Centum Call Seconds (Hundred Call Seconds) equal to five (5). Either Party may disconnect End Office Two-Way Interconnection Trunks that, based on reasonable engineering criteria and capacity constraints, are not warranted by the actual traffic volume experienced.
- 2.4.8 Two-Way Interconnection Trunk groups that connect to a Verizon Tandem shall be engineered using a design blocking objective of Neal-Wilkinson B.005 during the average time consistent busy hour. Verizon and CenturyLink shall engineer Two-Way Interconnection Trunks using Telcordia Notes on the Networks SR-2275 (formerly known as BOC Notes on the LEC Networks SR-TSV-002275).
- 2.4.9 The performance standard for final Two-Way Interconnection Trunk groups shall be that no such Interconnection Trunk group will exceed the B.005 design blocking objective for three (3) consecutive calendar traffic study months.
- 2.4.10 The Parties shall determine and establish, via a mutually agreed order documents, the number of Two-Way Interconnection Trunks that are required to meet the applicable design blocking objective for all traffic carried on each Two-Way Interconnection Trunk group.
- 2.4.11 Both Parties shall monitor the Two-Way Interconnection Trunk groups using service results for the applicable design blocking objective. If either Party observes blocking in excess of the applicable design blocking objective, the Parties will promptly take action to expedite resolution of the blocking situation.
- 2.4.12 The Parties will review all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. The Parties will promptly augment all Tandem Two-Way Interconnection Trunk groups that reach a utilization level of eighty percent (80%) by establishing additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each Tandem Two-Way Interconnection Trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, the Parties will promptly disconnect a sufficient number of Interconnection Trunks to attain a utilization level of approximately sixty percent (60%) for each respective group.
- 2.4.13 Each Party will route its traffic to the other Party over the End Office and Tandem Two-Way Interconnection Trunks in accordance with SR-TAP-000191, including but not limited to those standards requiring that a call from Party A to a Party B End Office will first be routed to the End Office Interconnection Trunk group between Party A and the Party B End Office.

### **3. Transmission and Routing of Telephone Exchange Service Traffic**

#### **3.1 Scope of Traffic.**

Section 3 prescribes parameters for Interconnection Trunks used for Interconnection pursuant to Section 2 of this Attachment.

#### **3.2 Trunk Group Connections.**

3.2.1 For both One-Way and Two-Way Interconnection Trunks, if either Party wishes to use a technically feasible interface other than a DS1 facility at the EAB Location(s), the Parties shall negotiate reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such arrangement; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

3.2.2 Upon request, each Party will identify its Carrier Identification Code, a three or four digit numeric code obtained from Telcordia, to the other Party.

3.2.3 When SS7 signaling is not used, unless mutually agreed to by both Parties, each Party will out pulse ten (10) digits to the other Party.

3.2.4 Each Party will use commercially reasonable efforts to monitor trunk groups in its own network and to augment those groups using generally accepted trunk-engineering standards so as to not exceed blocking objectives. Each Party agrees to use modular trunk-engineering techniques for trunks subject to this Attachment.

#### **3.3 Switching System Hierarchy and Trunking Requirements.**

For purposes of routing CenturyLink traffic to Verizon, the subtending arrangements between Verizon Tandems and Verizon End Offices shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic (i.e., traffic will be routed to the appropriate Verizon Tandem subtended by the terminating End Office serving the Verizon Customer). For purposes of routing Verizon traffic to CenturyLink, the subtending arrangements between CenturyLink Tandems and CenturyLink End Offices shall be the same as the Tandem/End Office subtending arrangements that CenturyLink maintains for the routing of its own or other carriers' traffic.

#### **3.4 Signaling.**

Each Party will provide the other Party with access to its databases and associated signaling necessary for the routing and completion of the other Party's traffic in accordance with the provisions of this Agreement and any applicable Tariff.

#### **3.5 Grades of Service.**

The Parties shall engineer and shall monitor and augment all trunk groups consistent with the Joint Process as set forth in Section 12.1 of this Attachment.

### **4. Traffic Measurement and Billing over Interconnection Trunks**

- 4.1 For billing purposes, each Party shall pass Calling Party Number (CPN) information on at least ninety-five percent (95%) of calls carried over the Interconnection Trunks.
- 4.1.1 As used in this Section 4, "Traffic Rate" means the applicable Reciprocal Compensation Traffic rate, Measured Internet Traffic rate, intrastate Switched Exchange Access Service rate, interstate Switched Exchange Access Service rate, or intrastate/interstate Tandem Transit Traffic rate, as provided in the Pricing Attachment, an applicable Tariff, or, for Measured Internet Traffic, the FCC Internet Orders.
- 4.1.2 If the originating Party passes CPN on ninety-five percent (95%) or more of its calls, the receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. For any remaining (up to 5%) calls without CPN information, the receiving Party shall bill the originating Party for such traffic at the Traffic Rate applicable to each relevant minute of traffic, in direct proportion to the minutes of use of calls passed with CPN information.
- 4.1.3 If the originating Party passes CPN on less than ninety-five percent (95%) of its calls and the originating Party chooses to combine Reciprocal Compensation Traffic and Toll Traffic on the same trunk group, the receiving Party shall bill the higher of its interstate Switched Exchange Access Service rates or its intrastate Switched Exchange Access Services rates for all traffic that is passed without CPN, unless the Parties agree that other rates should apply to such traffic.
- 4.2 At such time as a receiving Party has the capability, on an automated basis, to use such CPN to classify traffic delivered over Interconnection Trunks by the other Party by Traffic Rate type (e.g., Reciprocal Compensation Traffic/Measured Internet Traffic, intrastate Switched Exchange Access Service, interstate Switched Exchange Access Service, or intrastate/interstate Tandem Transit Traffic), such receiving Party shall bill the originating Party the Traffic Rate applicable to each relevant minute of traffic for which CPN is passed. If the receiving Party lacks the capability, on an automated basis, to use CPN information on an automated basis to classify traffic delivered by the other Party by Traffic Rate type, the originating Party will supply Traffic Factor 1 and Traffic Factor 2. The Traffic Factors shall be supplied in writing by the originating Party within thirty (30) days of the Effective Date and shall be updated in writing by the originating Party quarterly. Measurement of billing minutes for purposes of determining terminating compensation shall be in conversation seconds (the time in seconds that the Parties equipment is used for a completed call, measured from the receipt of answer supervision to the receipt of disconnect supervision). Measurement of billing minutes for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs. Determination as to whether traffic is Reciprocal Compensation Traffic or Measured Internet Traffic shall be made in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Measured Internet Traffic, and in accordance with the process established by the April 18, 2001 FCC Internet Order for rebutting such presumption before the Commission), as modified by the November 5, 2008 FCC Internet Order and other applicable FCC orders and FCC Regulations.

- 4.3 Each Party reserves the right to audit all Traffic, up to a maximum of two audits per calendar year, to ensure that rates are being applied appropriately; provided, however, that either Party shall have the right to conduct additional audit(s) if the preceding audit disclosed material errors or discrepancies. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 4.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.
- 4.5 [Intentionally Left Blank]
- 4.6 The Parties may agree in writing to use other methods to measure and classify traffic for billing purposes.

**5. Reciprocal Compensation Arrangements Pursuant to Section 251(b)(5) of the Act**

**5.1 Reciprocal Compensation.**

The Parties shall exchange Reciprocal Compensation Traffic at the EAB Location(s) designated in accordance with the terms of this Agreement. The Party originating Reciprocal Compensation Traffic shall compensate the terminating Party for the transport and termination of such traffic to its Customer in accordance with Section 251(b)(5) of the Act at the equal and symmetrical rates stated in the Pricing Attachment, except to the extent that, and only so long as, a Bill and Keep arrangement for such traffic is effective. These rates are to be applied at the EAB Location(s) at which the Parties interconnect, whether such traffic is delivered by Verizon for termination by CenturyLink, or delivered by CenturyLink for termination by Verizon. No additional charges shall be assessed by the terminating Party for the transport and termination of such traffic from the EAB Location(s) to its Customer. When Toll Traffic is delivered over the same Interconnection Trunks as Reciprocal Compensation Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the EAB Location(s) to the terminating Party's Customer shall be prorated so as to apply only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

In order for the terms set forth in Section 5.1.3 below to take effect, the following conditions precedent must be satisfied as of the Effective Date (or, in the case of another carrier adopting the Interconnection Agreement, as of the effective date of any such adoption): (i) the Parties shall be in compliance with the terms of Sections 1, 2 and 3 of this Attachment regarding interconnection architecture; and (ii) there shall be no outstanding billing disputes between the Parties with respect to services provided under their prior agreement governing the exchange of traffic between the Parties or a Maryland or Pennsylvania state Tariff.

The Parties shall conduct annual studies, and upon the request of either Party quarterly studies, to determine whether the amount of Reciprocal Compensation Traffic and Measured Internet Traffic that each Party terminates is between forty-five (45%) and fifty-five (55%) percent of the total Reciprocal Compensation Traffic and Measured Internet Traffic that both Parties terminate. If the amount of Reciprocal Compensation Traffic and Measured Internet Traffic that each Party terminates is between forty-five (45%) and fifty-five (55%) percent of the total Reciprocal Compensation Traffic and Measured Internet Traffic that both Parties

terminate, neither Party shall compensate the other Party for the transport and termination of such traffic (i.e., a bill and keep arrangement).

5.2 Traffic Not Subject to Reciprocal Compensation.

- 5.2.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access (including, without limitation, Virtual Foreign Exchange Traffic (i.e., V/FX Traffic), Information Access, or exchange services for Exchange Access or Information Access.
- 5.2.2 Reciprocal Compensation shall not apply to Internet Traffic.
- 5.2.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis.
- 5.2.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Scope Arrangement Traffic.
- 5.2.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.
- 5.2.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.
- 5.2.7 [Intentionally Left Blank].
- 5.2.8 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.
- 5.2.9 Reciprocal Compensation shall not apply to Virtual Foreign Exchange Traffic (i.e., V/FX Traffic). As used in this Agreement, "Virtual Foreign Exchange Traffic" or "V/FX Traffic" is defined as calls in which a Party's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station.

- 5.3 The Reciprocal Compensation rates (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by CenturyLink to Verizon shall not exceed the Reciprocal Compensation rates (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to CenturyLink.

**6. Other Types of Traffic**

- 6.1 Neither Party shall be obligated to pay any intercarrier compensation for Measured Internet Traffic that is in excess of the intercarrier compensation for Measured Internet Traffic that such Party is required to pay under the FCC Internet Orders and other applicable FCC orders and FCC Regulations. Measured Internet Traffic shall be billed, and paid, at the lower of: (a) the rate for such traffic under the FCC Internet Orders and other applicable FCC orders and regulations, or (b) the rate that would be applied under this Agreement for like traffic that is not Measure Internet Traffic (e.g., Reciprocal Compensation Traffic).
- 6.2 Subject to Section 6.1 of this Attachment, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

- 6.3 [Intentionally Left Blank]
- 6.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.
- 6.5 For Toll Traffic and Optional Extended Local Calling Scope Arrangement Traffic from CenturyLink to Verizon, except as provided in Section 9 of this Attachment for 8YY traffic, CenturyLink shall compensate Verizon at the rates set forth in the Verizon Exchange Access Service Tariff. For traffic from CenturyLink that is transported through a Verizon Tandem to the Central Office of a CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant Verizon Tandem to which CenturyLink delivers such traffic, except as provided in Section 10 of this Attachment, CenturyLink shall compensate Verizon at the rates set forth in Verizon's Exchange Access Service Tariff. The Parties agree to treat the EAB Location(s) for Toll Traffic and Optional Extended Local Calling Scope Arrangement Traffic as the "customer Serving Wire Center" in the determination of Verizon's Exchange Access Service charges.
- 6.6 For Toll Traffic and Optional Extended Local Calling Arrangement Traffic from Verizon to CenturyLink except as provided in Section 9 of this Attachment for 8YY traffic, Verizon shall compensate CenturyLink at the rate set forth in the CenturyLink's Exchange Access Service Tariff. For traffic from Verizon that is transported through a CenturyLink Tandem to the Central Office of a CLEC, ILEC other than CenturyLink, Commercial Mobile Radio Service (CMRS) carrier, or other LEC, that subtends the relevant CenturyLink Tandem to which Verizon delivers such traffic, except as provided in Section 10 of this Attachment, Verizon shall compensate CenturyLink at the rates set forth in CenturyLink's Exchange Access Service Tariff. The Parties agree to treat the EAB Location(s) for Toll Traffic and Optional Extended Local Calling Scope Arrangement Traffic as the "customer Serving Wire Center" in the determination of CenturyLink's Exchange Access Service charges.
- 6.7 The Parties may also exchange Internet Traffic at the EAB Location(s) established hereunder for the exchange of Reciprocal Compensation Traffic. Any intercarrier compensation that may be due in connection with the Parties' exchange of Internet Traffic shall be applied at such EAB Location in accordance with the FCC Internet Orders and other applicable FCC orders and FCC Regulations.

## **7. Transmission and Routing of Exchange Access Traffic**

- 7.1 Scope of Traffic.
- Section 7 prescribes parameters for certain trunks to be established over the Interconnections specified in Sections 2 through 3 of this Attachment for the transmission and routing of traffic between Party A's Telephone Exchange Service Customers and Interexchange Carriers ("Access Toll Connecting Trunks"), in any case where Party A elects to have its End Office Switch subtend Party B's Tandem. This includes casually-dialed (1010XXX and 101XXXX) traffic.
- 7.2 Access Toll Connecting Trunk Group Architecture.
- 7.2.1 If CenturyLink chooses to subtend a Verizon access Tandem, CenturyLink's NPA/NXX must be assigned by CenturyLink in the LERG to subtend the access Tandem in the LATA that Verizon designates. If Verizon chooses to subtend a CenturyLink access

Tandem, Verizon's NPA/NXX must be assigned by Verizon in the LERG to subtend the access Tandem in the LATA that CenturyLink designates.

- 7.2.2 Except as otherwise agreed by the Parties, a Party shall establish Access Toll Connecting Trunks pursuant to applicable access Tariffs by which it will provide Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic to and from its Customers.
- 7.2.3 The Access Toll Connecting Trunks shall be two-way trunks. Such trunks shall connect the End Office Party A utilizes to provide Telephone Exchange Service and Switched Exchange Access to its Customers in a given LATA to the access Tandem(s) Party B utilizes to provide Exchange Access in such LATA.
- 7.2.4 Access Toll Connecting Trunks shall be used solely for the transmission and routing of Exchange Access to allow Party A's Customers to connect to or be connected to the interexchange trunks of any Interexchange Carrier which is connected to Party B's access Tandem.

## **8. Meet-Point Billing Arrangements**

- 8.1 [Intentionally Left Blank.]
- 8.2 Each Party shall bill its customer for the portion of the jointly-provided Exchange Access services provided by that Party.
- 8.3 [Intentionally Left Blank.]
- 8.4 CenturyLink and Verizon shall use commercially reasonable efforts, individually and collectively as applicable, to maintain provisions in their respective applicable access Tariffs, and/or provisions within the applicable National Exchange Carrier Association (NECA) Tariff, or any successor Tariff, sufficient to reflect the meet point billing (MPB) arrangements established pursuant to this Agreement.
- 8.5 The rates to be billed by each Party for the portion of the jointly-provided Exchange Access services provided by that Party shall be as set forth in that Party's applicable Tariffs, or other document that contains the terms under which that Party's access services are offered. For each Verizon Wire Center/CenturyLink Serving Wire Center combination, the MPB billing percentages for transport shall be calculated in accordance with the formula set forth in Section 8.16 of this Attachment and filed in the applicable NECA Tariff.
- 8.6 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code (CIC) of each customer of jointly-provided Exchange Access services, and identification of the Wire Center serving the customer in order to comply with the MPB notification process as outlined in the MECAB/MECOD document.
- 8.7 Except as otherwise required or revised in the MECAB/MECOD documents, when Verizon is the Tandem provider and CenturyLink is the End Office provider subtending that Tandem, reciprocal arrangements for jointly-provided switched Exchange Access services are:

- 8.7.1 Verizon shall provide CenturyLink with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Verizon Tandem, no later than ten (10) Business Days after the date the usage occurred.
- 8.7.2 CenturyLink shall provide Verizon with the Originating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the CenturyLink End Office, no later than ten (10) Business Days after the date the usage occurred.
- 8.8 Except as otherwise required or revised by the MECAB/MECOD documents, when CenturyLink is the Tandem provider and Verizon is the End Office provider subtending that Tandem, reciprocal arrangements for jointly-provided switched Exchange Access services are:
  - 8.8.1 CenturyLink shall provide Verizon with the Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the CenturyLink Tandem, no later than ten (10) Business Days after the date the usage occurred.
  - 8.8.2 Verizon shall provide CenturyLink with the Originating Switched Access Detail Usage Data (EMI category 1101XX) recorded at the Verizon End Office, no later than ten (10) Business Days after the date the usage occurred.
- 8.9 Except as otherwise required or revised by the MECAB/MECOD documents, when CenturyLink or Verizon provides strictly a transport function, reciprocal arrangements for jointly-provided switched Exchange Access services are:
  - 8.9.1 When either CenturyLink or Verizon provides a Tandem function and the other Party performs solely a transport function for traffic destined to an End Office of a third party, the Tandem Party shall supply the Transport Party with Terminating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the Tandem, no later than ten (10) Business Days after the date the usage occurred.
  - 8.9.2 When either CenturyLink or Verizon provides an End Office function and the other Party performs solely a transport function for traffic destined to an access Tandem of a third party, the End Office Party shall supply the Transport Party with Originating Switched Access Detail Usage Data (EMI category 1101XX records) recorded at the End Office, no later than ten (10) Business Days after the date the usage occurred.
- 8.10 All MPB usage data shall be transmitted or exchanged in a mutually acceptable electronic file transfer protocol. Where such usage data cannot be transmitted or exchanged due to a transmission failure, such MPB usage data shall be provided via a mutually acceptable medium. Each Party shall provide MPB usage data to the other Party at no charge.
- 8.11 Each Party agrees to notify the other Party, within sixty (60) calendar days of the date the original data was received or should have been received, of any errors or omissions it discovers in MPB data. The other Party shall attempt to correct the error or omission and resubmit the data within ten (10) Business Days of the notification. In the event the errors or omissions cannot be corrected within such ten (10) Business Day period, the erroneous or omitted data shall be considered lost. In the event of a loss of data, whether due to uncorrectable errors or



otherwise, the Party responsible for recording the data shall reconstruct the lost data and, if such reconstruction is not possible, the other Party shall accept a reasonable estimate of the lost data based upon prior usage data.

- 8.12 Upon forty-five (45) days written notice, either Party may request a review or audit of the various components of access recording up to a maximum of two (2) audits per calendar year; provided, however, that a Party may conduct additional audits upon the other Party's consent, which consent shall not be unreasonably withheld. The audit shall be performed by independent certified public accountants selected and paid by the auditing Party. The accountants shall be reasonably acceptable to the audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the audited Party in a form reasonably acceptable to the audited Party that protects the confidentiality of the information disclosed by the audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the auditing Party may require that the audit commence no later than sixty (60) days after the auditing Party has given notice of the audit to the Audited Party. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the various components of access recording of the audited Party. Audits shall be performed at the auditing Party's expense, provided that there shall be no charge for reasonable access to the various components of the audited Party's access recording.
- 8.13 Except as expressly set forth in this Agreement, neither Party shall be liable to the other Party, the other Party's Customers, or to any other person, for damages, losses, claims, costs, injuries, expenses or other liabilities whatsoever on the part of either Party in connection with this Section 8.
- 8.14 MPB as set forth in this Section 8 shall also apply for all traffic bearing the 500, 700, 900, toll free service access code (e.g. 800/888/877) (to the extent provided by the switched Exchange Access customer) or any other non-geographic NPA which may be designated for such traffic in the future.
- 8.15 [Intentionally Left Blank.]
- 8.16 Except as otherwise mutually agreed by the Parties, the MPB billing percentages for each Verizon Wire Center/CenturyLink Wire Center combination shall be calculated according to the following formula:
- $a / (a + b) = \text{CenturyLink's Billing Percentage}$
- and
- $b / (a + b) = \text{Verizon's Billing Percentage}$
- where:
- a = the airline mileage between CenturyLink Wire Center and the EAB Location for the MPB arrangement; and
- b = the airline mileage between the Verizon Wire Center and the EAB Location for the MPB arrangement.
- 8.17 [Intentionally Left Blank.]

**9. Toll Free Service Access Code (e.g., 800/888/877) Traffic**

The following terms shall apply when either Party delivers toll free service access code (e.g., 800/877/888)("8YY") calls to the other Party. For the purposes of this Section 9, the terms "translated" and "untranslated" refers to those toll free service access code calls that have been queried ("translated") or have not been queried ("untranslated") to an 8YY database. Except as otherwise agreed to by the Parties, all CenturyLink originating "untranslated" 8YY traffic will be delivered in Feature Group D signaling format and will be routed over a separate One-Way Miscellaneous Trunk group.

- 9.1 When CenturyLink delivers translated 8YY calls to Verizon to be completed by
  - 9.1.1 an IXC:
    - 9.1.1.1 CenturyLink will provide an appropriate EMI record to Verizon;
    - 9.1.1.2 CenturyLink will bill the IXC the CenturyLink's applicable Switched Exchange Access Tariff charges and CenturyLink's applicable Tariff query charges; and
    - 9.1.1.3 Verizon will bill the IXC Verizon's applicable Switched Exchange Access Tariff charges.
  - 9.1.2 Verizon:
    - 9.1.2.1 CenturyLink will provide an appropriate EMI record to Verizon; and
    - 9.1.2.2 CenturyLink will bill Verizon CenturyLink's Switched Exchange Access Tariff charges and CenturyLink's applicable Tariff query charge.
  - 9.1.3 a toll free service access code service provider in that LATA:
    - 9.1.3.1 CenturyLink will provide an appropriate EMI record to Verizon and the toll free service access code service provider;
    - 9.1.3.2 CenturyLink will bill the toll free service access code service provider CenturyLink's applicable Switched Exchange Access Tariff charges and the CenturyLink's applicable Tariff query charges; and
    - 9.1.3.3 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges.
- 9.2 When Verizon delivers translated 8YY calls to CenturyLink to be completed by
  - 9.2.1 CenturyLink:
    - 9.2.1.1 Verizon will provide an appropriate EMI record to CenturyLink; and
    - 9.2.1.2 Verizon will bill CenturyLink Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges.
  - 9.2.2 a toll free service access code service provider in that LATA:

- 9.2.2.1 Verizon will provide an appropriate EMI record to CenturyLink and the toll free service access code service provider;
- 9.2.2.2 Verizon will bill the toll free service access code service provider Verizon's applicable Switched Exchange Access Tariff charges and Verizon's applicable Tariff query charges; and
- 9.2.2.3 CenturyLink will bill the toll free service access code service provider CenturyLink's applicable Switched Exchange Access Tariff charges.

9.3 [Intentionally Left Blank.]

9.4 Verizon will not direct untranslated toll free service access code calls to CenturyLink. CenturyLink will not direct untranslated toll free service access code calls to Verizon.

## **10. Tandem Transit Traffic**

- 10.1 As used in this Section, Tandem Transit Traffic is Telephone Exchange Service traffic that originates on the network of one Party (the "Originating Party"), and is transported through the Tandem or End Office of the other Party (the "Transiting Party"), to the subtending End Office or its equivalent of another carrier (CLEC, ILEC other than Verizon, Commercial Mobile Radio Service (CMRS) carrier, or other LEC ("Other Carrier")). Neither the originating nor terminating customer is a Customer of the Transiting Party. Subtending End Offices shall be determined in accordance with and as identified in the Local Exchange Routing Guide (LERG). Switched Exchange Access Service traffic is not Tandem Transit Traffic.
- 10.2 Tandem Transit Traffic Service provides the Originating Party with the transport of Tandem Transit Traffic as provided below.
- 10.3 The Originating Party shall pay the Transiting Party for Tandem Transit Traffic Service at the applicable rates specified in the Pricing Attachment.
- 10.4 Tandem Transit Traffic shall be routed over the Interconnection Trunks described in Sections 2 through 4 of this Attachment. The Originating Party shall deliver each Tandem Transit Traffic call to the Transiting Party's Tandem or End Office with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions.
- 10.5 The Originating Party may use Tandem Transit Traffic Service only for traffic that originates on the Originating Party's network. The Originating Party shall not use the Transiting Party's Tandem Transit Service to send traffic that does not originate on the Originating Party's network.
- 10.6 The Transiting Party will not be liable for compensation to any Other Carrier for any traffic that is transported through the Transiting Party's Tandem or End Office and the Transiting Party reserves the right to assess to the Originating Party any additional charges or costs any Other Carrier imposes or levies on the Transiting Party for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. If the Transiting Party is billed by any Other Carrier for any traffic originated by the Originating Party, the Transiting Party may provide notice to the Originating Party of such billing. Upon receipt of such notice, the Originating Party shall contact such Other Carrier to request that the Other

Carrier remove such billed charges from its bill to the Transiting Party and that the Other Carrier not bill the Transiting Party for any traffic originated by the Originating Party.

- 10.7 If the Transiting Party's Tandem reaches a utilization level of eighty percent (80%) (the "Threshold Level") or higher, the Originating Party shall, upon written request establish direct interconnection with such Other Carrier to reduce such utilization of the Transiting Party's Tandem below the Threshold Level. If the Transiting Party believes that the Originating Party has not exercised good faith efforts promptly to obtain such direct interconnection, either Party may use the Dispute Resolution processes of this Agreement.
- 10.8 If either Party fails to comply with this Section of this Attachment, such failure shall be a material breach of a material provision of this Agreement and the other Party may exercise any and all remedies under this Agreement and Applicable Law for such breach.
- 10.9 [Intentionally left blank.]
- 10.10 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange arrangement with any carrier to which it originates, or from which it terminates, traffic.

#### **11. Number Resources, Rate Center Areas and Routing Points**

- 11.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 11.2 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on an appropriate order document as well as the LERG in order to recognize and route traffic to the other Party's assigned NXX codes. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.
- 11.3 Each Party shall designate a Routing Point for each assigned NXX code. Each Party shall also designate one location for each Rate Center Area in which such Party has established NXX code(s) as the Routing Point for the NPA-NXXs associated with that Rate Center Area, and such Routing Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself. Unless specified otherwise, calls to subsequent NXXs of a Party will be routed in the same manner as calls to that Party's initial NXXs.
- 11.4 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain either Party's choices regarding the size of the local calling area(s) that it may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to the other Party's local calling areas.

#### **12. Joint Network Implementation and Grooming Process; Forecasting**

- 12.1 Joint Network Implementation and Grooming Process.

Upon request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia:

- 12.1.1 standards to ensure that Interconnection Trunks experience a grade of service, availability and quality which is in accord with all appropriate relevant industry-accepted quality, reliability and availability standards.
  - 12.1.2 the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;
  - 12.1.3 disaster recovery provision escalations;
  - 12.1.4 additional EAB location(s) in a LATA as provided in Sections 1 and 2 of this Attachment; and
  - 12.1.5 such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.
- 12.2 Trunk Forecasting Requirements..
- 12.2.1 [Intentionally Left Blank.]
  - 12.2.2 Ongoing trunk forecast requirements: Where the Parties have already established interconnection in a LATA, each Party shall provide a new or revised traffic forecast when such Party develops plans or becomes aware of information that will materially affect the Parties' interconnection in that LATA. Instances that require a new or revised forecast include, but are not limited to: (a) plans to deploy a new switch; (b) plans to implement a new network architecture; (c) plans to rearrange network; (d) plans to convert a One-Way Interconnection Trunk group to a Two-Way Interconnection Trunk group; (e) plans to convert a Two-Way Interconnection Trunk group to a One-Way Interconnection Trunk group; or (f) expectations of a significant change in interconnection traffic volume. In addition, upon request by either Party, the Parties shall meet to: (i) review traffic and usage data on End Office and Tandem Interconnection Trunk groups and (ii) determine whether the Parties should establish new Interconnection Trunk groups, augment existing Interconnection Trunk groups, or disconnect existing Interconnection Trunks and/or Interconnection Trunk groups.
  - 12.2.3 Use of Trunk Forecasts: Trunk forecasts provided pursuant to this Agreement must be prepared in good faith but are not otherwise binding on CenturyLink or Verizon.

### **13. Number Portability - Section 251(B)(2)**

- 13.1 The Parties shall provide Number Portability ("NP") in accordance with rules and regulations as from time to time prescribed by the FCC.

### **14. Good Faith Performance**

If and, to the extent that, Verizon, prior to the Effective Date of this Agreement, has not

provided in the State of Maryland a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with CenturyLink reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures. If and, to the extent that, CenturyLink, prior to the Effective Date of this Agreement, has not provided in the Commonwealth of Pennsylvania a Service offered under this Attachment, CenturyLink reserves the right to negotiate in good faith with Verizon reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## **PRICING ATTACHMENT**

### **1. General**

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 2 or Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1.
- 1.3 [Intentionally Left Blank]
- 1.4 Except for bill and keep arrangements that may be implemented from time to time in accordance with the Interconnection Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

### **2. [This Section Intentionally Left Blank]**

### **3. CenturyLink Charges**

The Charges that CenturyLink bills Verizon for CenturyLink Services shall not exceed the Charges for Verizon's comparable Services, except for CenturyLink's Charges for Tandem Transit Traffic Service as shown on Appendix A to this Pricing Attachment and except that to the extent CenturyLink's cost to provide such Services to Verizon exceeds the charges for Verizon's comparable Services and CenturyLink has demonstrated such cost to Verizon, or, at Verizon's request, to the Commission or the FCC.

### **4. [This Section Intentionally Left Blank]**

### **5. Regulatory Review of Prices**

Notwithstanding any other provision of this Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its

services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).



## APPENDIX A TO THE PRICING ATTACHMENT

### Verizon Services

#### I. Rates and Charges for Transport and Termination of Traffic

- A. Reciprocal Compensation Traffic Termination  
Effective Date and thereafter: **\$0.0007 per minute of use.**
- B. The Tandem Transit Traffic Service Charge  
Effective Date and thereafter: **\$0.0016270 per minute of use.**
- C. Entrance Facility and Transport for Interconnection: **See Verizon's Intrastate Special Access Tariff**
- D. Exchange Access Service: **Per Verizon's interstate and/or intrastate access tariff.**

### CenturyLink's Services

#### I. Rates and Charges for Transport and Termination of Traffic

- A. Reciprocal Compensation Traffic Termination  
Effective Date and thereafter: **\$0.0007 per minute of use.**
- B. The Tandem Transit Traffic Service Charge  
Effective Date and thereafter:  
Tandem Switching: **\$0.003539 per minute of use.**  
Shared Transport: **\$0.000348 per minute of use**
- C. Entrance Facility and Transport for Interconnection: **See CenturyLink's Intrastate Special Access Tariff**
- D. Exchange Access Service: **Per CenturyLink's interstate and/or intrastate access tariff.**

**SCHEDULE 1**

**LIST OF EXTENDED LOCAL CALLING SCOPE ARRANGEMENTS COVERED BY THIS AGREEMENT**

<b><u>CenturyLink PA Exchange</u></b>	<b><u>LATA</u></b>	<b><u>Verizon MD Exchange</u></b>	<b><u>LATA</u></b>
LITTLETOWN	226	SILVER RUN	238
FAIRFIELD	226	EMMITSBURG	240
BLUE RIDGE SUMMIT	226	HAGERSTOWN	240
BLUE RIDGE SUMMIT	226	HIGHFIELD	240
WAYNESBORO	226	HAGERSTOWN	240
WAYNESBORO	226	HIGHFIELD	240
HEWITT	240	CUMBERLAND	240
HEWITT	240	FLINTSTONE	240
STATE LINE	240	CUMBERLAND	240
STATE LINE	240	FLINTSTONE	240