

ATTACHMENT 1

Section 8.0 - COLLOCATION

[Note: The following Section 8, Collocation, is a complete replacement of the existing Collocation Section 8 currently in the Agreement:]

Section 8.0 – COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at CenturyLink's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in CenturyLink Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in CenturyLink's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently nine (9) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent, Common Area Splitter, Remote and Facility Connected. Other types of Collocation may be requested through the BFR process.

8.1.1.1 Virtual Collocation -- A Virtual Collocation arrangement requires CLEC to purchase and deliver to CenturyLink CLEC's own equipment for CenturyLink to install, repair, and maintain in CenturyLink's Premises. CLEC does not have physical access to its virtually collocated equipment in the CenturyLink Premises.

8.1.1.2 Caged Physical Collocation -- allows CLEC to lease caged floor space for placement of its equipment within CenturyLink's Premises for the purpose of interconnecting with CenturyLink Finished Services or accessing Unbundled Network Elements. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within the cage.

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a CenturyLink Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, CenturyLink will reduce the minimum square footage accordingly. Space will be provided utilizing industry standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within CLEC's leased Collocation space.

8.1.1.4 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one (1) CLEC obtains a Caged Physical Collocation arrangement from CenturyLink pursuant to this Agreement or an approved Interconnection Agreement, and another CLEC, pursuant to the terms of its Interconnection Agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint Application by CLECs in which CenturyLink will have a separate Billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. CenturyLink will prorate the charge for site conditioning and preparation undertaken by CenturyLink to construct the Shared Collocation cage or condition the space for Collocation use, regardless of how many Carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation Application. CenturyLink shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two (2) or more CLECs who have Interconnection Agreements with CenturyLink utilize a Shared Collocation arrangement, CenturyLink shall permit each CLEC to order UNEs to and provision service from that Shared Collocation space, regardless of which CLEC was the original collocator, directly from CenturyLink. CenturyLink shall make Shared Collocation space available in single-bay increments or their equivalent.

8.1.1.5 Interconnection Distribution Frame (ICDF) Collocation -- is offered for the purpose of facilitating CLEC's combining of Unbundled Network Elements, Finished Services, including Local Interconnection Trunks, and ancillary services. Under ICDF Collocation, CLEC need not collocate equipment in the CenturyLink Wire Center. With ICDF Collocation, CLEC will have access to the CenturyLink Wire Center and an ICDF to combine UNEs, Finished Services, and ancillary services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC™ or DSX, etc.) providing CLEC with access to UNEs and ancillary services.

8.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If CLEC desires a dedicated distribution frame for the purpose of facilitating CLEC's combination of UNEs and ancillary services, CLEC may do so through the placement of a CLEC-owned Cross Connection device collocated in the CenturyLink Wire Center through either Caged or Cageless Physical Collocation.

8.1.1.6 Adjacent Collocation – is available in those instances where space is legitimately exhausted in a particular CenturyLink Premises to accommodate Physical Collocation. CenturyLink shall make space available in adjacent controlled environmental vaults, controlled environmental huts, or similar structures to the extent Technically Feasible. CenturyLink shall permit CLEC to construct or otherwise procure such an adjacent structure on property owned,

leased or otherwise controlled by CenturyLink, subject only to applicable OSHA, EPA, federal, state, and local safety and maintenance requirements. Such adjacent structure shall be in accordance with CenturyLink's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to CenturyLink's approval, which approval may not be unreasonably withheld or delayed. CenturyLink must provide power and physical Collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical Collocation arrangement. CenturyLink must permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and Telecommunications Equipment, in adjacent facilities constructed by CenturyLink, by CLEC itself, or a third party.

8.1.1.7 Common Area Splitter Collocation – Allows CLEC to place Splitters in a common space area outside its Collocation space near CLEC's DS0 termination points. CenturyLink will install Splitter shelves for shared use by CLECs.

8.1.1.8 Remote Collocation – allows CLEC to collocate equipment in or adjacent to a CenturyLink Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.

8.1.1.8.1 A Field Connection Point (FCP)/Cross-Connect Collocation Application Form is required to designate Cross Connections in a Subloop environment when the Collocation takes place in the detached terminal location. This application can be found under the Applications and APOT forms table in CenturyLink's Collocation Product Catalog on CenturyLink's web site. A nonrecurring charge will be developed on an Individual Case Basis (ICB) and consists of the costs to establish or augment the FCP or MTE. If the accessible terminal must be expanded to accommodate CLEC's request, an additional nonrecurring charge will apply as part of the ICB charge. This type of access and Cross Connection is not Collocation. Provisions concerning Subloop access and intervals are contained in Section 9.3.

8.1.1.9 Facility Connected (FC) Collocation -- Facility Connected (FC) Collocation allows CLEC to access Unbundled Network Elements (UNEs), ancillary services and Finished Services within a CenturyLink Wire Center via an Entrance Facility without collocating physical equipment in the Wire Center. FC Collocation is provided on a termination block or termination panel within the designated Wire Center and is engineered, provisioned, maintained, and repaired by CenturyLink.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

8.2.1.1 CenturyLink shall provide Collocation on rates, terms and conditions that are just, reasonable and nondiscriminatory. In addition,

CenturyLink shall provide Collocation in accordance with all applicable federal and state laws.

8.2.1.1.1 In accordance with the FCC rules regarding combinations of Unbundled Network Elements and Commingling of facilities and services which are addressed in Sections 9.1 and 9.23, CenturyLink will not combine or Commingle services or Network Elements that are offered by CenturyLink pursuant to Section 271 of the Communications Act of 1934, as amended, with Unbundled Network Elements or combinations of Unbundled Network Elements.

8.2.1.1.1.1 Services available for Commingling shall be provided by CenturyLink pursuant to CenturyLink's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

8.2.1.1.1.2 Entrance Facilities and mid-span meet SPOI obtained pursuant to Section 7 of this Agreement are not available for Commingling.

8.2.1.2 Collocation of Switching Equipment. CLEC may collocate any equipment that is necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

8.2.1.2.2 Asynchronous Transfer Mode (ATM) or Packet Switching also meets this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Advanced Services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, CLEC must provide a written inventory to CenturyLink of all switching equipment and how it will be used for Interconnection or access to Unbundled Network Elements. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to Unbundled Network Elements, CenturyLink will allow future Collocations of similar equipment without requesting a written justification unless and until CenturyLink can establish to the state Commission that such equipment is not intended for Interconnection or access to Unbundled Network Elements. However, CenturyLink will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing local Exchange Service.

8.2.1.2.4 Except as provided for in Sections 8.2.1.2.1 through 8.2.1.2.3 above, CLEC may not collocate equipment that is not necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.3 CLEC must identify what transmission and Cross Connection equipment will be installed and the vendor technical specifications of such equipment so that CenturyLink may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to CLEC-provided Cross Connection device.

8.2.1.4 Demarcation points for Unbundled Network Elements (UNEs) and ancillary services. The Demarcation Point for Unbundled Network Elements and ancillary services is that physical point where CenturyLink shall terminate its Unbundled Network Elements and ancillary services for access by CLEC. There are two (2) standard Demarcation Points where Unbundled Network Elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard Demarcation Points for its access to UNEs and ancillary services. One available Demarcation Point is at CLEC-provided Cross Connection equipment in CLEC's Physical or Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by CLEC and CenturyLink. To the extent CLEC selects a Demarcation Point outside of its collocated space, CLEC shall provide and CenturyLink shall install the tie cables from CLEC's collocated equipment to the Demarcation Point. Alternatively, CenturyLink shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 CenturyLink will provide a connection between Unbundled Network Elements and ancillary services and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). The Demarcation Point shall be:

- a) at CLEC-provided Cross Connection equipment located in CLEC's Virtual or Physical Collocation space; or
- b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- d) at a direct connection point of termination as described in Section 8.3.1.11.2; or
- e) at another Demarcation Point mutually-agreed to by the Parties.

8.2.1.6 CLEC may purchase CenturyLink's finished Private Line or Switched Access Services via applicable Tariff terms and conditions. These services will be terminated at the Demarcation Point.

8.2.1.7 For Caged and Cageless Physical Collocation and Virtual Collocation, CLEC must lease space for the placement of CLEC's equipment within CenturyLink's Premises. CenturyLink will provide the structure that is necessary in support of Collocation including physical space, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. CenturyLink shall provide standard Premises alarming pursuant to CenturyLink Technical Publication 77385. CenturyLink shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements CenturyLink imposes on its own equipment located on its Premises.

8.2.1.9 Space Availability Report -- Upon request by CLEC, CenturyLink will submit to CLEC within ten (10) Days of CLEC's request, a report for each requested Premises, that includes:

- a) available Collocation space in a particular CenturyLink Premises;
- b) number of collocators;
- c) any modifications in the use of the space since the last report;
- d) measures that CenturyLink is taking to make additional space available for Collocation;
- e) whether sufficient power is available to meet the specific CLEC request;
- f) number of CLECs in queue at the Premises, if any;
- g) whether the Wire Center is equipped with DS3 capability; and
- h) the number and description of CenturyLink and its Affiliates and reservations of space by all CLECs.

8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis.

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the End User Customer addresses served by each Remote Premises are available to CLEC through the Raw Loop Data Tool. Remote Premises with digital loop carrier and pair gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the CenturyLink web site located at <http://www.centurylink.com/iconn>.) If

CLEC is unable to determine the information it seeks regarding the Remote Premises after using such database tools, CenturyLink will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. CenturyLink will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with Section 10.8.2.4.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a CenturyLink Premises for placement of CLEC's equipment. If CenturyLink determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and CLEC did not specify an alternative form of Collocation on the original order form, CLEC will be required to submit a new order for CLEC's preferred alternative Collocation arrangement. If CLEC identifies alternate choices for Collocation on its original Collocation request, CenturyLink will determine the feasibility of the next preferred option in the event CLEC's first choice is not available. To the extent possible, CenturyLink shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, CenturyLink will engineer a route for CLEC to provide facilities between the non-adjoining CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, CenturyLink shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – CenturyLink will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where CenturyLink has exhausted Collocation space. A separate queue will be maintained for each Premises. When space becomes available in a Premises in which a queue has developed, CenturyLink will inform CLECs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all of the CLECs in queue, CenturyLink shall notify CLECs of the availability of space in accordance with the CLEC's position in the queue. CLEC must respond within ten (10) Days of receipt of notification from CenturyLink with a new Collocation Application. If CLEC does not provide a Collocation Application within ten (10) Days of receipt of notification, or if CLEC responds that it no longer requires the Collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue. If the space made available to CLEC in the queue is not sufficient to meet such CLEC's needs, such CLEC may deny the space that becomes available and keep its position in the queue.

8.2.1.11 If CenturyLink denies a request for Collocation in a CenturyLink Premises due to space limitations, CenturyLink shall allow CLEC representatives to tour the entire Premises escorted by CenturyLink personnel within ten (10) Days of CLEC's receipt of the denial of space, or a mutually agreed upon date. CenturyLink will review the detailed floor plans for the Premises with CLEC during the tour, including CenturyLink reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises, CenturyLink and CLEC disagree about whether space limitations at the Premises make Collocation impractical, CenturyLink and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that CenturyLink has incorrectly identified the space limitations, CenturyLink will honor the original Collocation Application date for determining RFS unless both Parties agree to a revised date.

8.2.1.12 CenturyLink shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where CenturyLink claims that Physical Collocation is not practical because of space limitations.

8.2.1.13 CenturyLink will maintain a publicly available document, posted for viewing on the Internet, (www.centurylinkcom/wholesale/notices/collo/spaceAvail.html), indicating all Premises that are full, and will update this document within ten (10) Days of the date at which a Premises runs out of physical space and will update the document within ten (10) Days of the date that space becomes available. In addition, the publicly available document shall include, based on information CenturyLink develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process:

- a) Number of CLECs in queue at the Premises, if any;
- b) Premises that have not been equipped with DS3 capability;
- c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises; and
- d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

Notwithstanding the foregoing, the CenturyLink web site will list and update within the ten (10) Day period, all Wire Centers that are full, whether or not there has been a Space Availability Report requested by any CLEC.

8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by CenturyLink removing unused, obsolete CenturyLink equipment to make space for equipment use. The cost of removal of

the obsolete unused equipment shall be borne by CenturyLink.

8.2.1.14.1.1 If CLEC issues a forecast or reservation for Collocation, CenturyLink shall use its best judgment to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If CLEC issues a Collocation Application and unused, obsolete equipment must be removed to provide the requested Collocation, CenturyLink will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the applicable interval set forth in section 8.4.

8.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet CLEC needs for Collocation. If requested by CLEC, CenturyLink will assess the cost of such reconditioning, provide a quotation to CLEC for the costs, and upon Acceptance of quotation by CLEC, perform the necessary work to recondition the space. For reconditioned space, CLEC is responsible for prorated charges based on the amount of space requested.

8.2.1.15 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by CenturyLink by submitting a Collocation Cancellation Application. CLEC shall be responsible for payment of all costs incurred by CenturyLink up to the point when the cancellation is received. Collocation Cancellation is available for all Collocations under a particular billing authorization number (BAN) for which CLEC has not received notification of completion from CenturyLink. Cancellation is offered for all types of Collocation. A cancellation will only occur upon request by CLEC.

8.2.1.15.1 CLEC may submit a Collocation Cancellation Application if the Collocation job is in progress. Upon receipt of a completion notice for the specific Collocation job, the Collocation can no longer be cancelled. CenturyLink will provide acknowledgment of acceptance or rejection of the Collocation Cancellation Application within one (1) business day of receipt. CenturyLink will stop work on a Collocation in progress upon receipt and acceptance of a Collocation Cancellation Application. A request for cancellation is irrevocable once CenturyLink has accepted the Collocation Cancellation Application.

8.2.1.15.2 In the event there is a Common Area Splitter Collocation or CLEC has requested a direct CLEC-to-CLEC connection arrangement with the same BAN as the Collocation job to be canceled, the associated Common Area Splitter Collocation and direct CLEC-to-CLEC connection will also be cancelled.

8.2.1.15.3 CenturyLink will not charge for canceling the Collocation

job except for work already completed as of acceptance by CenturyLink of the Collocation Cancellation Application. Charges will be based on when CenturyLink receives the Collocation Cancellation Application and the completion status of the Collocation work. A quotation will be issued within thirty (30) Days of CenturyLink's acceptance of the Collocation Cancellation Application.

8.2.1.15.4 Additional Labor – Other. This charge is for additional labor not included in the quotation described in 8.2.1.15. This additional labor may include testing and labor activities completed to accommodate a specific customer request.

8.2.1.16 CenturyLink may retain a limited amount of floor space for its own specific future uses, provided, however, that neither CenturyLink nor any of its Affiliates may reserve space for future use on terms more favorable than those that apply to CLEC's reservation of Collocation space for CLEC's own future use. CenturyLink shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless CenturyLink proves to the Commission that Virtual Collocation at that point is not Technically Feasible.

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that CenturyLink installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of CenturyLink Premises and the applicable related earthquake ratings is available for review on the CenturyLink web site at: <http://www.centurylink.com/wholesale/pcat/collocation.html>.

8.2.1.18 CenturyLink will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, CenturyLink personnel are subject to trespass violations if they are found to be wrongfully inside CLEC physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

8.2.1.18.1 CenturyLink will take all reasonable measures to insure that CLEC equipment collocated in CenturyLink Premises is afforded physical security at Parity with CenturyLink's similarly situated equipment. Should an event occur within a CenturyLink Premises that suggests vandalism or other tampering with CLEC's equipment, CenturyLink will, at CLEC's request, vigorously and thoroughly investigate the situation. CLEC shall cooperate in the investigation as requested by CenturyLink. CenturyLink will keep CLEC apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 CenturyLink shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Premises on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying CLEC's employee's entry into CenturyLink Premises. CenturyLink shall provide CLEC with access to other basic facilities, including parking, where available on a first-come, first-served basis.

8.2.1.20 CLEC shall be restricted to corridors, stairways, and elevators that provide direct access to CLEC's space, or to the nearest restroom facility from CLEC's designated space, and such direct access will be outlined during CLEC's orientation meeting. Access shall not be permitted to any other portion of the building.

8.2.1.21 Nothing herein shall be construed to limit CLEC's ability to obtain more than one form of Collocation (i.e., Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single Premises, provided space is available.

8.2.1.22 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by a Collocation Decommission or a Collocation Transfer of Responsibility. A Collocation site is only eligible for Collocation Decommission or a Collocation Transfer of Responsibility after the site is built-out and accepted by CLEC. Abandoned equipment shall be handled as detailed in Section 8.2.1.22.3.

8.2.1.22.1 Collocation Decommission. Collocation Decommission refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC equipment. Collocation Decommission is offered for all types of Collocation. A request for decommissioning is irrevocable once CenturyLink accepts the Collocation Decommission Application.

8.2.1.22.1.1 Prior to submitting a Collocation Decommission Application, all CLEC's financial obligations with respect to the Collocation site to be decommissioned must be current, with the exception of formally disputed charges. CLEC financial obligations include payment of one hundred percent (100%) of all nonrecurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) Days past due.

8.2.1.22.1.2 CLEC must disconnect all services, including any administrative services, from the Collocation site to be decommissioned prior to submitting the Collocation Decommission Application. All of CLEC's administrative lines and End User Customer services need to be disconnected via the appropriate Access Service Request (ASR) or Local Service Request (LSR). If CLEC has not disconnected all services, all charges with respect to the Collocation site will continue to accrue

and the Collocation Decommission Application will be rejected.

8.2.1.22.1.2.1 Prior to disconnecting its services, including direct CLEC-to-CLEC connections, CLEC must notify, in writing, all of its current End User Customers affected by the discontinuation of service. CLEC must submit an email notification with the Collocation Decommission Application representing to CenturyLink that all CLEC End User Customers have been properly notified. For direct CLEC-to-CLEC connection arrangements, CLEC should submit a letter of authorization (LOA) signed by both CLECs involved in the direct CLEC-to-CLEC connection arrangement. Failure to include such email notification or LOA will result in the rejection of the Collocation Decommission Application.

8.2.1.22.1.3 CLEC should remove its equipment prior to submitting a Collocation Decommission Application. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables), termination blocks and cage materials. If CLEC does not remove its equipment within thirty (30) Days of CenturyLink's acceptance of the Collocation Decommission Application, CenturyLink will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from CenturyLink, CLEC will have fifteen (15) Days to notify CenturyLink that the equipment is not abandoned and remove its equipment. If CLEC does not respond to the notification and remove the equipment and CenturyLink determines that the equipment has been abandoned, CenturyLink will send a final notification and bill CLEC for any and all claims, expenses, fees or other costs associated with the removal by CenturyLink of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. CLEC will hold CenturyLink harmless from the failure to return any such equipment, property or other items.

8.2.1.22.1.4 CenturyLink will remove all Collocation entrance facilities. For shared Collocation entrance facilities, CenturyLink will cut all fiber and/or copper Collocation entrance facilities at the splice point in the Collocation Point of Interconnection (C-POI). For express Collocation entrance facilities, CenturyLink will remove and dispose of the Collocation entrance fiber.

8.2.1.22.1.5 For Virtual Collocation, CenturyLink will automatically remove all equipment within ninety (90) Days. CenturyLink will negotiate with CLEC to schedule the pick up of the equipment. There will be no charge for the removal of CLEC's Virtual Collocation equipment.

8.2.1.22.1.6 For Collocations with direct CLEC-to-CLEC connection arrangements, CLEC is required to disconnect and remove the direct CLEC-to-CLEC connections. CenturyLink prefers that CLEC disconnect and remove the direct CLEC-to-CLEC connection cables prior to submitting the Collocation Decommission Application. If CLEC is not able to disconnect and remove the cables prior to submitting the Collocation Decommission Application, CLEC will be allowed thirty (30) Days from CenturyLink's acceptance date of the Collocation Decommission Application to disconnect and remove the direct CLEC-to-CLEC connection cables. If CLEC has not removed the direct CLEC-to-CLEC connections, it will be treated as abandoned equipment.

8.2.1.22.1.7 CLEC will be eligible for a refund for all elements defined as either reusable or reimbursable, if acquired by another CLEC during the following defined time period. An inventory will be completed by CenturyLink and furnished to CLEC within ninety (90) Days of the Collocation Decommission Application acceptance identifying the reimbursable and reusable elements and the potential credit.

8.2.1.22.1.7.1 Reimbursable elements considered for a refund are: DS0, DS1, and DS3 termination cabling, and fiber terminations, excluding Collocation entrance facility cabling. These elements will be eligible for a refund for up to one (1) year after the date of decommissioning.

8.2.1.22.1.7.2 Reusable elements include components used to provision the original Collocation site (e.g., cage, bays, HVAC, cable racking). These elements will be eligible for a refund for up to three (3) years after the date of decommissioning.

8.2.1.22.1.8 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site. CLEC must relinquish security access if not currently leasing another Collocation site in the same Wire Center when verification of equipment removal is completed. Security access will be terminated within thirty (30) Days of receipt of an accepted Collocation Decommission Application, unless alternative arrangements have been agreed to by CenturyLink.

8.2.1.22.1.9 Ordering – CLEC should submit a Collocation Decommission Application form. CenturyLink will notify CLEC within one (1) business day if the prerequisites have been met. CenturyLink will validate the order within two (2) business days from receipt of the Collocation Decommission Application.

CenturyLink will provide an inventory of the eligible reimbursable and reusable elements and the potential credits within ninety (90) Days of the Collocation Decommission Application acceptance.

8.2.1.22.1.10 Billing - CenturyLink will not charge for decommissioning Collocations unless equipment has been abandoned or the Collocation space has not been returned to turnover condition. Charges for work related to the removal of abandoned equipment or returning the Collocation space to turnover condition include miscellaneous hourly labor charges and, if applicable, dispatch charges will apply for unmanned Central Offices and Remote Collocations.

8.2.1.22.2 Collocation Transfer of Responsibility. Collocation Transfer of Responsibility is the transfer of a Collocation site from vacating CLEC (current CLEC leasing the space in the Premises) to an assuming CLEC. Collocation Transfer of Responsibility is available for Caged Physical Collocation, Cageless Physical Collocation, and Virtual Collocation. All other types of Collocation to be transferred will be handled on an Individual Case Basis (ICB). There are two (2) types of Collocation Transfer of Responsibility: 1) Collocation Transfer of Responsibility Without Working Circuits – The Collocation is not serving any End User Customers and does not have active service terminations (e.g., Interconnection trunks or UNE Loops) or 2) Collocation Transfer of Responsibility With Working Circuits – The Collocation has active service terminations, such as Interconnection trunks or is serving End User Customers.

8.2.1.22.2.1 Generally, Collocation Transfer of Responsibility is not available if another CLEC or CenturyLink are waiting in queue for available space within the requested Premises; however, if assuming CLEC acquires all or substantially all of the Collocation sites of vacating CLEC in CenturyLink Premises in the state, such transfers shall not be subject to any queue for available space. In addition, regardless of any space requests that may be pending in a CenturyLink Premises, Collocation Transfer of Responsibility shall be available when vacating CLEC and assuming CLEC are affiliated corporate entities prior to or immediately after the proposed transfer, or the transfer is due to a bankruptcy court order. If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with Applicable Law in obtaining the transfer of the Collocation site.

8.2.1.22.2.2 Both vacating CLEC's and assuming CLEC's Interconnection Agreements with CenturyLink must contain finalized terms and conditions for Collocation Transfer of Responsibility and all associated services. Assuming CLEC is required to have an Interconnection Agreement with CenturyLink prior to submitting a Collocation Transfer of Responsibility

request. Assuming CLEC will need to amend any previously existing Interconnection Agreement prior to submitting a Collocation Transfer of Responsibility request if its Interconnection Agreement does not contain the terms and conditions and rate elements for all services that will be transferred.

8.2.1.22.2.3 Collocation Transfer of Responsibility with working circuits is available if only administrative changes are required and the transfer does not involve translations work that needs to be processed in conjunction with the transfer. If translations work is needed, CLEC's transfer plans shall allow for the completion of the Collocation Transfer of Responsibility prior to initiating any translation activity.

8.2.1.22.2.4 A request for Collocation Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by assuming CLEC of the nonrecurring Collocation transfer charges reflected on the quotation.

8.2.1.22.2.5 The Collocation site to be transferred is identified by vacating CLEC's eleven (11) character CLLI™ code. The Collocation site will be transferred "as is" and in its entirety. This includes, but is not limited to, Collocation entrance facilities from the Collocation - Point of Interface (C-POI) manhole, cables, Splitters, and working circuits, if applicable. If the Collocation site has a Common Area Splitter Collocation associated with it, the Common Area Splitter Collocation will be transferred as part of the Collocation Transfer of Responsibility.

8.2.1.22.2.6 The transfer of equipment between vacating CLEC and assuming CLEC will be the responsibility of vacating CLEC and assuming CLEC. CenturyLink is not responsible for the physical condition of vacating CLEC's equipment, with the exception of equipment associated with a Virtual Collocation, as set forth in CLECs' Interconnection Agreements. The negotiation of the transfer terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. CenturyLink will not participate in these negotiations. CenturyLink will only manage the database and records transfer.

8.2.1.22.2.7 Assuming CLEC will provide the information CenturyLink will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), CLEC address, phone number, billing and contact information, and contract number. The Collocation eleven (11) character CLEC CLLI™ code will remain the same.

8.2.1.22.2.8 Submission of new connect, change, and disconnect orders will be restricted from quotation Acceptance until the

transfer of the working circuits is complete. If new connect, change, and disconnect orders need to be submitted between quotation Acceptance and the completion of the transfer, they will be handled on an ICB and may affect the Ready for Service (RFS) date. Submission of Collocation augment orders will not be allowed from the time that the Collocation Transfer of Responsibility Application has been accepted by CenturyLink until assuming CLEC has accepted the quotation for the Collocation Transfer of Responsibility.

8.2.1.22.2.9 All work in progress related to the Collocation site and associated working circuits, if applicable, must either be completed or cancelled by vacating CLEC prior to the quotation Acceptance.

8.2.1.22.2.10 If vacating CLEC does not lease another Physical Collocation site at the specified Central Office at the time of the Collocation Transfer of Responsibility request, then vacating CLEC must relinquish security access to the building.

8.2.1.22.2.11 Vacating CLEC's financial obligations to CenturyLink with respect to the Collocation site to be transferred must be met, with the exception of formally disputed charges, prior to submitting a Collocation Transfer of Responsibility Application. Vacating CLEC's financial obligations include payment of one hundred percent (100%) of all nonrecurring charges and all applicable recurring charges for the specific Collocation account that are more than thirty (30) Days past due. Vacating CLEC may meet its financial obligations by having them expressly assumed, in writing, by assuming CLEC and assuming CLEC pays such obligations at the time it accepts the quotation for Collocation Transfer of Responsibility.

8.2.1.22.2.12 Assuming CLEC's financial obligations to CenturyLink must be in good standing prior to submitting a Collocation Transfer of Responsibility Application, with the exception of formally disputed charges.

8.2.1.22.2.13 Vacating CLEC and assuming CLEC must provide a signed Transfer Authorization Agreement. Required information on the CenturyLink Transfer Authorization Agreement: CenturyLink Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (from Exhibit A) for the transfer of the Collocation site.

8.2.1.22.2.14 Prior to submitting a Collocation Transfer of Responsibility Application without working circuits, vacating CLEC must ensure that no active circuits exist at the Collocation site to be transferred.

8.2.1.22.2.15 Prior to transferring a Collocation site with working circuits, vacating CLEC must notify, in writing, all of its current End User Customers that utilize the Collocation site's equipment or facilities of the transfer of service to assuming CLEC, unless vacating CLEC has a waiver from the FCC or other applicable regulatory authority. Vacating CLEC must provide an email notification to CenturyLink with the Collocation Transfer of Responsibility Application representing that all of its End User Customers have been properly notified or provide a copy of any applicable waiver.

8.2.1.22.2.16 If the Collocation site being transferred has a direct CLEC-to-CLEC connection arrangement, a letter of authorization (LOA) must be submitted with the Collocation Transfer of Responsibility Application, signed by both CLECs in the direct CLEC-to-CLEC arrangement authorizing the transfer of the direct CLEC-to-CLEC connection service to assuming CLEC. A separate LOA is required for each direct CLEC-to-CLEC relationship associated with the transferring Collocation site. Each LOA shall identify the CLECs, CLLI codes, and BANs for their respective Collocations.

8.2.1.22.2.17 Vacating CLEC and/or assuming CLEC will be responsible for submitting Local Service Requests (LSRs) for Unbundled Loops, enhanced extended Loops (EELs), and line splitting. Assuming CLEC may submit LSRs once it has accepted the quotation for the Collocation Transfer of Responsibility and has received the preliminary APOT information from CenturyLink. Orders to transfer Local Interconnection Service (LIS) trunks and ancillary services (e.g., SS7, 911, operator services) with no translation activity, as well as private line and Access Services circuits, will be processed based on the information provided in the Collocation Transfer of Responsibility Application spreadsheet. Assuming CLEC is responsible for Directory Assistance (DA), operator services (OS), Directory Listings, Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any SS7 changes will need to be made after the transfer is complete.

8.2.1.22.2.18 After the Collocation Transfer of Responsibility is complete, vacating CLEC, assuming CLEC, and CenturyLink are all required to sign the CenturyLink Services Transfer Agreement.

8.2.1.22.2.19 Billing. Vacating CLEC will not incur charges for the transfer of the Collocation site. Vacating CLEC is obligated to pay all recurring charges associated with the Collocation until CenturyLink completes the Collocation Transfer of Responsibility request. Assuming CLEC's quotation will reflect the following nonrecurring charges associated with the transfer of the Collocation site: Assessment Fee, payable regardless of whether

the quotation is accepted or not, a Network Systems Administration Fee, and charges for processing the transfer of working circuits, if applicable. Upon completion of the Collocation Transfer of Responsibility, CenturyLink will begin Billing assuming CLEC for all recurring charges based on assuming CLEC's Interconnection Agreement and cease Billing vacating CLEC.

8.2.1.22.3 Abandoned Equipment. If CenturyLink finds, in the course of business, reasonable evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Premises, CenturyLink shall notify CLEC in writing, via an electronic form, of the existence of such equipment or property and CLEC shall have sixty (60) Days from the date of receipt of such notice to remove such equipment or property from the Premises. If CenturyLink has not received any response to this notice within thirty (30) Days of the sending of the notice, CenturyLink shall send a copy of the notice to CLEC via registered mail. If, prior to the termination of the sixty (60) Day period, CLEC disputes that the equipment or property has been abandoned or left unclaimed at the Premises, CLEC shall provide written notice to CenturyLink of such dispute ("Resolution Request") and commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered to CenturyLink within sixty (60) Days of the first written notice, all equipment or property of CLEC not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to CenturyLink and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by CenturyLink without further notice to CLEC and without obligation to account therefore, and CLEC shall reimburse CenturyLink for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. If CLEC delivers a Resolution Request but fails to commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement or to otherwise resolve the dispute with CenturyLink, within thirty (30) Days of the delivery of such Resolution Request, then thirty (30) Days after the date of the Resolution Request, all equipment or property of CLEC not removed from the CenturyLink Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to CenturyLink and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by CenturyLink without further notice to CLEC and without obligation to account therefore, and CLEC shall reimburse CenturyLink for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. CLEC hereby releases and agrees to defend, indemnify, and hold harmless CenturyLink from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with CenturyLink's exercise of any or all of its rights under this Section. Notwithstanding the provisions of this Section, where CLEC has submitted a Decommissioning Application, the

provisions of Section 8.2.1.22.1 of this Agreement, shall govern the equipment or property of CLEC and not this Section unless CLEC fails to remove its equipment or property in accordance with the terms of Section 8.2.1.22.1 of this Agreement.

8.2.1.23 CenturyLink shall design and engineer the most efficient route and cable racking for the connection between CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same CenturyLink Premises; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, CenturyLink shall consider all information provided by CLEC in the Collocation Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by CenturyLink. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of CLEC, to any End User Customer's premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of a Collocation Application under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross Connections at an ICDF are available, as follows:

8.2.1.23.1 CLEC-to-CLEC Cross Connections at the ICDF.

8.2.1.23.1.1 CLEC-to-CLEC Cross Connection (COCC-X) is defined as CLEC's capability to order a Cross Connection from its Collocation in a CenturyLink Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same CenturyLink Premises at the ICDF.

8.2.1.23.1.2 CenturyLink will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLEC's Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.

8.2.1.23.1.3 If CLEC has its own dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its End User Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection.

8.2.1.23.1.5 If two (2) CLECs are involved, one (1) CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFAs on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. CenturyLink must not reproduce copies for its Customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.24 CenturyLink will provide CLEC the same connection to the network as CenturyLink uses for provision of services to CenturyLink End User Customers. The direct connection to CenturyLink's network is provided to CLEC through a direct connection to CenturyLink's existing Cross Connection network. CLEC and CenturyLink will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

8.2.1.25 CLEC terminations will be placed on the appropriate CenturyLink Cross Connection frames using standard engineering principles. CLEC terminations will share frame space with CenturyLink terminations on CenturyLink frames without a requirement for an intermediate device.

8.2.1.26 If CLEC disagrees with the selection of the CenturyLink Cross Connection frame, CLEC may request a tour of the CenturyLink Premises to determine if Cross Connection frame alternatives exist, and may request a connection to an alternative frame or an alternative arrangement, such as direct connections from CLEC's Collocation space to the MDF or COSMIC™ frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. CLEC must pay all associated conversion charges.

8.2.1.28 CenturyLink shall permit CLEC to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by CenturyLink. Such CLEC construction of Physical Collocation arrangements are for within CLEC's physical space including the cage, if appropriate, frames, and cable racking. Also, CLEC may install the tie cables, blocks, and terminations on the ICDF or CLEC-to-CLEC connections, outside CLEC's physical space and according to CenturyLink's design. CenturyLink approval of CLEC contractors involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use CenturyLink or CenturyLink contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by CenturyLink of CLEC's employees, vendors or subcontractors shall be based on the same criteria that CenturyLink uses in approving contractors for its own purposes.

8.2.1.29 CenturyLink will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the CenturyLink facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. CenturyLink will use diligent efforts to notify CLEC by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as CenturyLink becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, CenturyLink shall immediately notify CLEC by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment.

8.2.1.30 Optional DC Power Measurement. CLEC will order DC power to meet its needs with a twenty (20) amperes (amp) per feed minimum. If CLEC orders more than sixty (60) amps, CenturyLink typically terminates such feed on a power board. If CLEC orders sixty (60) amps or less, the power feed typically terminates at a battery distribution fuse board (BDFB). No power measurements are performed at a BDFB. Therefore, for sixty (60) amps or less, the power usage rate is based on CLEC ordered amps. For power feeds of greater than sixty (60) amps terminated at the power board, CenturyLink will measure usage on a semi-annual basis if CLEC orders Optional DC Power Measurement. CenturyLink will also take a reading within thirty (30) Days of a written request by CLEC. CenturyLink will perform a maximum of four (4) readings per year for a particular Collocation site. Until the routine semi-annual reading or until such time that CenturyLink makes a reading based on a written request, CenturyLink will bill CLEC based on the amount of power ordered. Based on the reading, CenturyLink will adjust the new monthly usage rate to CLEC's actual usage rate on a going forward basis.

8.2.1.31 Joint Testing. Joint Testing allows CLEC to request CenturyLink to participate in Joint Testing of CLEC terminations at the Interconnection Distribution Frame (ICDF). CLEC may request Joint Testing on the Collocation Application form or by sending a separate Joint Testing Application form.

Collocation and Joint Testing Application forms are available in the PCAT. CLEC must specify on its application the terminations to be tested and the type of tests to be performed with CenturyLink. CLEC must provide contact information on the application for CenturyLink to arrange the Joint Testing date and time. Once CLEC has completed its installation work and is ready for testing, CLEC formally requests Joint Testing via e-mail to RFSMET@centurylink.com. Upon receipt of request CenturyLink and CLEC will promptly meet and agree upon a date to perform Joint Testing, which shall take place no later than thirty (30) Days after the request.

8.2.1.31.1 CenturyLink will only test between CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available for the terminations identified on the Collocation Application or Joint Testing Application. If CLEC wants additional terminations tested that are not identified on its initial application, CLEC will need to complete a new Joint Testing Application.

8.2.1.31.2 Each Party will provide appropriate test equipment for its technicians. CenturyLink will assist CLEC in conducting continuity tests on terminations at the ICDF. CenturyLink will not operate CLEC test equipment. If errors are found during the Joint Testing, CenturyLink will only repair CenturyLink network faults. CLEC is responsible for replacement or repair of CLEC-provided facilities.

8.2.1.31.3 If during the scheduled Joint Testing, the CenturyLink-caused error rate is more than two percent (2%) on the terminations identified for testing, CenturyLink will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, CenturyLink will charge for the Joint Testing. One (1) pair is counted as two (2) terminations and errors are counted on a one (1) termination basis. If CLEC requests that the charges be waived because CenturyLink errors are found during Joint Testing, CenturyLink may access CLEC's Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may review CenturyLink facility cabling at the ICDF to verify the cable sequence, per applicable standards.

8.2.1.32 DC Power Reduction, Restoration, and Deactivation. DC Power Reduction With Reservation allows CLEC to reserve a fuse or breaker position on the power board or battery distribution fuse board (BDFB) when reducing a secondary power feed to zero. CLEC will pay a monthly power maintenance charge to retain the existing power cabling and fuse position for future power augment requests or until such time as CLEC notifies CenturyLink it wishes to discontinue the option. DC Power Reduction Without Reservation allows CLEC to reduce the ordered amps on a primary or secondary feed to a minimum of twenty (20) amps. DC Power Off allows CLEC to deactivate their secondary power feed and remove it from the power distribution point (e.g., BDFB or power board). A primary power feed with a minimum of 20 Amps, must be maintained in each collocation at all times, with the exception of Adjacent Collocation,

Common Area Splitter Collocation, Facility Connected Collocation, and ICDF Collocation. Adjacent Collocation, Common Area Splitter Collocation, Facility Connected Collocation, and ICDF Collocation do not have a minimum DC power requirement.

8.2.1.32.1 Applications for DC Power Reduction/Restoration/Deactivation may be submitted only for Collocation sites that have been completed and accepted by CLEC, otherwise CLEC should follow standard change or augment procedures including the applicable rates for changes or augments. On the Collocation Application, CLEC should indicate that it is a request for DC Power Reduction/Restoration/Deactivation and identify the specific power feeds. CenturyLink will notify CLEC of any deficiencies in the Collocation Application, within ten (10) Days of receipt. A quotation for the DC Power Reduction/Restoration/Deactivation will be provided to CLEC within twenty-five (25) Days. The quoted nonrecurring charges will be honored for thirty (30) Days from the quotation. CLEC payment of all quoted nonrecurring charges constitutes acceptance and CenturyLink will then perform the work. If CLEC accepts the quotation within seven (7) Days, CenturyLink shall complete the DC Power Reduction within ninety (90) Days of receipt of the Collocation Application. If CLEC accepts the quotation after seven (7) Days, CenturyLink shall complete the DC Power Reduction within ninety (90) Days of receipt of CLEC's acceptance.

8.2.1.32.2 CLEC assumes all responsibility for outages or impacts to CLEC services and equipment due to the reduction in DC power. Restoration of the DC power is contingent upon the desired power and fuse availability.

8.2.1.32.3 Before submitting a Collocation Application requesting DC Power Reduction/Restoration/Deactivation, CLEC's financial obligations for the Collocation site must be current, with the exception of formally disputed charges. Billing to CLEC will be revised to reflect the reduced/restored/eliminated DC power upon receipt of payment of the quoted charges effective back to the date of acceptance by CenturyLink of the Collocation Application.

8.2.1.32.4 If a shortage of fuse positions is imminent, CenturyLink will notify CLEC of the need to exercise its option to reuse the power feed and fuse, or relinquish the fuse position for use by another CLEC or CenturyLink. Upon receipt of such notification, CLEC must request restoration of the secondary power feed to at least twenty (20) amps or return the fuse position to CenturyLink within thirty (30) Days.

8.2.1.33 Collocation Available Inventory. Collocation Available Inventory provides CLEC with information about the availability of (a) returned Collocation sites and elements under CenturyLink's control ("CenturyLink Postings") and (b) CLEC controlled sites that may be posted are available for a Transfer of Responsibility ("CLEC Postings"). CenturyLink and CLECs may post available

Collocation sites on CenturyLink's wholesale web site at: http://www.centurylink.com/wholesale/collocation_space.html. CLEC must either have an approved Interconnection Agreement or is currently negotiating with CenturyLink to have an interim Interconnection Agreement with the specific type of Collocation to be obtained. If the Interconnection Agreement is pending approval, CLEC must execute an early ordering letter. CenturyLink reserves the right to remove CenturyLink Postings to satisfy CLEC Collocation Applications or CenturyLink space requirements. CenturyLink shall not use the CenturyLink Postings as a basis to claim exhaust in any CenturyLink Premises.

8.2.1.33.1 CLEC obtaining a Collocation site from CenturyLink Postings must not have any overdue financial obligations owed to CenturyLink for Collocation, with the exception of formally disputed charges. CLEC will be required to pay a minimum of six (6) months of space construction and floor space lease recurring charges if CLEC terminates its lease prior to six (6) months occupancy.

8.2.1.33.2 CenturyLink Postings. Collocation sites available in CenturyLink Postings may be partially or fully completed before being returned to CenturyLink inventory. Both Caged Physical Collocation and Cageless Physical Collocation sites will be offered in the CenturyLink Postings and will be available under the terms and conditions set forth in the Interconnection Agreement of the CLEC acquiring the Collocation space. CLEC may request to add to or complete the Collocation site to its specifications. CLEC may also request that CenturyLink reduce the cable terminations and CLEC will be charged for the removal of such cable terminations.

8.2.1.33.3 All services that were previously connected to the Collocation (e.g., UNEs, CLEC to CLEC, administrative lines, Finished Services, and Line Splitting) will be disconnected before the site is listed in the CenturyLink Postings. Power, grounding, and Entrance Facilities will also be disconnected before the site is listed. CenturyLink shall inventory all reusable and reimbursable elements and include them in the Collocation site information.

8.2.1.33.4 CenturyLink may also elect to offer Collocation sites returned through bankruptcy or abandonment consistent with Applicable Law (i.e., "Special Sites"). These Collocation sites will not be decommissioned and will be posted as unverified sites with equipment which may include electronic equipment, racks, cages, DC power, grounding and terminations. It is expressly understood and agreed that CenturyLink is selling equipment that is used or surplus equipment on an "as is, where is" basis with all faults, latent and patent, and the equipment is conveyed without any CenturyLink warranties or representations of any kind, express or implied. CLEC is responsible for all software and software license agreements for any equipment conveyed as part of a Special Site. CLEC is responsible for handling, scrapping, destruction or other disposition of any equipment conveyed

as part of a Special Site and shall conform and comply with: (a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. § 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. § 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. § 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. § 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations; (b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of CLEC; and (c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the equipment shall not reference, list or otherwise indicate on the manifest that CenturyLink is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the equipment, CLEC shall be listed as the generator, arranger and owner of the materials.

8.2.1.33.5 CLEC will submit a Collocation Application indicating a specific Collocation site from the Collocation Available Inventory. CenturyLink will follow the standard Collocation provisioning intervals for the type of Collocation as included in CLEC's Interconnection Agreement. During preparation of the quotation, CenturyLink will validate all reusable elements and send an inventory verification letter. After receipt of the validated inventory, CLEC may cancel the Collocation Application or submit a change to the pending Collocation Application. Any cancellation due to differences between the CenturyLink Posting and actual inventory will not result in a QPF or Engineering and Design Fee being charged.

8.2.1.33.6 Charges for Collocation sites listed in the CenturyLink Postings will be on a site specific basis, according to assuming CLEC's Interconnection Agreement and its requested work in the Collocation Application. Assuming CLEC will receive a fifty percent (50%) discount on nonrecurring reusable elements, if any, as defined in Section 8.2.1.22.

8.2.1.34 CLEC Collocation of Splitters

8.2.1.34.1 If CLEC elects to have Splitters installed in CenturyLink Wire Centers via the standard Collocation arrangements, CLEC will either purchase the Splitters or have CenturyLink purchase the Splitters subject to full reimbursement of the cost of the Splitters plus any pass through of actual vendor invoice costs, including but not limited to taxes, shipping and handling. The Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. CLEC will be responsible for installing and maintaining the Splitters in its Collocation areas within CenturyLink Wire Centers.

8.2.1.34.2 Reclassification allows a CLEC that has existing spare terminations to reclassify those terminations for UNE or other services as necessary. Reclassification is required when the terminations for the requested services are inventoried in a database different from the database of the existing spare terminations. A spare termination is a CLEC termination that is not in use and has no pending orders against it.

8.2.1.34.3 CLEC may designate some or all of its existing tie cables for use in connection with UNEs or other services. CenturyLink will perform any necessary tie cable reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Splitting and Loop Splitting. Charges will apply pursuant to Exhibit A of the Agreement.

8.2.1.34.4 Two (2) ITPs and two (2) tie cables will be needed to connect Splitters to the CenturyLink network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) tie cable will carry both voice and data traffic to the Splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the Splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC™/MDF Switch termination, via the ICDF, using a second tie cable and a second ITP.

8.2.1.34.5 Interconnection Tie Pairs and Tie Cables. There are two (2) types of ITP arrangements for connecting the CenturyLink network to the CLEC provided Splitter, depending on whether CLEC elects to use an ICDF or direct connections.

8.2.1.34.5.1 CLEC may elect to use an ICDF. In this instance, one (1) ITP carries the combined voice/data signal from the COSMIC™/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC™/MDF Switch termination. For each Shared Loop, two (2) pairs of the tie cable must be used: one (1) pair of the tie cable will carry the voice/data from the ICDF to the CLEC provided Splitter, and the second pair will carry the voice-only signal from the CLEC provided Splitter to the ICDF.

8.2.1.34.5.2 CLEC may elect to use direct connections between the CLEC-provided Splitter and the COSMIC™/MDF. In this instance, CenturyLink will provide one (1) tie cable between each module of the COSMIC™/MDF and the CLEC-provided Splitter. One (1) pair in the tie cable will carry the combined voice/data signal from the COSMIC™/MDF Loop termination to the CLEC-provided Splitter in CLEC's Collocation space. A second pair in the tie cable will carry the voice-only signal from the CLEC-provided Splitter to the Switch termination on the COSMIC™/MDF. These tie cables will be dedicated to CLEC's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD™) run, cable placement, and cable termination, and associated COSMIC™/MDF hardware to terminate a tie cable on each outside plant and Switch equipment module of the COSMIC™/MDF will be assessed to CLEC in accordance with Section 8 (Collocation). To minimize CLEC's cost, to the extent feasible, CenturyLink shall consolidate CLEC's requirements with the requirements of CenturyLink and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the parties, including CenturyLink. CenturyLink will provide, for each Shared Loop, the tie cable pair assignments.

8.2.1.34.6 The Demarcation Points between CenturyLink's network and CLEC's network will be the place where the combined voice and data Loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC™/MDF, where the combined voice and data Loop originates from CLEC's Collocation.

8.2.1.35 Collocation Joint Inventory Visit. Collocation Joint Inventory Visit allows CLEC to request a comprehensive visit with CenturyLink at an existing Central Office Collocation site. The purpose of this Joint Inventory Visit is to review space, power, terminations, synchronization, administrative lines, virtual equipment, common area splitter, AC outlets, and to verify billable rate elements versus actual billing.

8.2.1.35.1 There will be no time allocated during the visit for testing or repairing items identified. The Joint Inventory Visit Process excludes physical review of the Entrance Facility POI location. Inventory will be documented and any deviations identified on a "Collocation-Joint Inventory Visit Form." This form will become the basis for a follow-up corrective action plan based on mutual agreement. A copy will be provided to CLEC prior to the wrap-up conference call.

8.2.1.35.2 Joint Inventory Visit is available for any Central Office premise type of Collocation.

8.2.1.35.3 Joint Inventory Visit quotation will be communicated from the CenturyLink Collocation Project Management Center (CPMC) via email to CLEC and followed by an invoice requiring 100% payment. Quotations are sustainable

upon receipt, since the shortened timeframe requires immediate processing by CenturyLink.

8.2.1.35.4 The visits will be conducted during normal business hours defined as: Monday through Friday from 8 am to 5 pm local time excluding CenturyLink recognized holidays.

8.2.1.35.5 The CenturyLink employee conducting the visit will be a knowledgeable management employee. The CenturyLink representative will be identified by a State Interconnect Manager (SICM).

8.2.1.35.6 The overall process for a Collocation Joint Inventory Visit will be sixty (60) Days from receipt of a valid and complete application to completion of the Joint Inventory Visit, subject to scheduling availability of both CenturyLink and the CLEC.

8.2.1.35.7 A maximum of two scheduling visits will be planned subject to a minimum forty-eight (48) hour cancellation policy. Any cancellation less than forty-eight (48) hours prior to the scheduled Joint Inventory Visit time or failure to conduct the visit by CLEC will result in CLEC being billed and no deliverables received.

8.2.1.35.8 CLEC must submit a "Joint Inventory Visit Application" to order a Collocation Joint Inventory Visit. The Joint Inventory Visit Application is available at <http://www.centurylink.com/wholesale/pcat/collocation.html#imp>.

8.2.1.35.9 Each site requested will require a separate application form. This is defined as each eleven digit CLLI code location.

8.2.1.35.10 CLEC will receive an email acknowledgment of the application receipt and validation or feedback on any information requiring clarification within one (1) business day.

8.2.2 Terms and Conditions - Virtual Collocation

8.2.2.1 CenturyLink is responsible for installing, maintaining, and repairing virtually collocated equipment for the purpose of Interconnection or to access UNEs, ancillary and Finished Services. When providing Virtual Collocation, CenturyLink shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink.

8.2.2.2 CLEC will not have physical access to the virtually collocated equipment in the CenturyLink Premises. However, CLEC will have physical access to the Demarcation Point in the CenturyLink Premises.

8.2.2.3 CLEC will be responsible for obtaining and providing to CenturyLink administrative codes (e.g., common language codes) for all equipment provided by CLEC and installed in CenturyLink Premises.

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's virtually collocated equipment by CenturyLink, all warranties and access to ongoing technical support are passed through to CenturyLink at CLEC's expense. CLEC shall advise the manufacturer and seller of the virtually collocated equipment that CLEC's equipment will be possessed, installed and maintained by CenturyLink.

8.2.2.5 CLEC's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide CenturyLink interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtually collocated equipment. Such safety and engineering standards shall apply to CLEC equipment only to the degree that they apply to CenturyLink equipment located in CenturyLink's Premises.

8.2.2.6 CLEC must specify all software options and associated plug-ins for its virtually collocated equipment.

8.2.2.7 CLEC will be responsible for payment of CenturyLink's initial direct training charges associated with training CenturyLink employees for the maintenance, operation and installation of CLEC's virtually collocated equipment when such equipment is different than the standard equipment used by CenturyLink in that Premises. This includes per diem charges (i.e., expenses based upon effective CenturyLink labor agreements), travel and lodging incurred by CenturyLink employees attending a vendor-provided training course.

8.2.2.8 CLEC will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, CLEC shall not be responsible for any costs or charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment where such costs or charges result from CenturyLink's fault or negligence.

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.1 CenturyLink shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that CenturyLink may provide Virtual Collocation if CenturyLink demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

8.2.3.3 Intentionally Left Blank.

8.2.3.4 CenturyLink will design the floor space in the most efficient manner possible within each Premises that will constitute CLEC's leased space. CLEC will, in accordance with the other terms and conditions of this Section, have access to its leased

space.

8.2.3.5 When CenturyLink constructs the collocated space, CenturyLink will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed pursuant to CenturyLink Technical Publication 77350, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 Generally, CLEC owns or leases and is responsible for the installation, maintenance and repair of its equipment located within the physically collocated space leased from CenturyLink. One exception is the Bay itself.

8.2.3.6.1 This Section allows CLEC to request CenturyLink to procure and install necessary equipment bay infrastructure for CLEC. CLEC agrees to provide CenturyLink with all bay specifications needed to procure the proper bay.

8.2.3.6.2 Upon receipt of a complete Collocation Application where the CLEC has requested that CenturyLink procure and install the Cageless bay infrastructure, CenturyLink will review the bay specifications provided on the Application. Within three (3) Days of validation of the application, CenturyLink will contact CLEC with any questions.

8.2.3.6.3 If Collocation Entrance Facilities and space are available, CenturyLink will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.2.3.6.4 Within thirty (30) Days of receipt of the quotation, CLEC must submit Acceptance with 50% payment of the nonrecurring charges or acknowledge non-Acceptance of the quoted charges.

8.2.3.6.5 Upon receipt of Acceptance and 50% payment of the quoted nonrecurring charges, CenturyLink will procure and install the equipment bay on behalf of CLEC. The equipment bay installation will be completed with the Standard Installation Intervals listed in this Agreement.

8.2.3.6.6 Upon completion of the Equipment Bay installation, CLEC assumes ownership of the Equipment Bay and is responsible for removal of the bay upon Decommissioning of the site. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables).

8.2.3.7 CenturyLink shall permit CLEC to commence installation of its equipment prior to completion of CenturyLink's work on the remaining Collocation infrastructure, at no additional charge to CLEC. Such "early access" date will be negotiated by CenturyLink and CLEC on a site specific basis. In order to obtain early access, CLEC must pay eighty percent (80%) of the remaining fifty percent (50%) of the quoted

nonrecurring charges before early access is granted, leaving a holdback of ten percent (10%) of the originally quoted nonrecurring charges. All appropriate (i.e., space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not interfere with the work remaining to be performed by CenturyLink.

8.2.3.8 Upon completion of the construction of the Collocation project, CenturyLink will work cooperatively with CLEC in matters of joint testing and maintenance.

8.2.3.9 If, during installation, CenturyLink determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to CenturyLink, CenturyLink has the right to stop all installation work until the situation is remedied. CenturyLink shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that CenturyLink locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CenturyLink contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of CenturyLink employees, interfere with the performance of CenturyLink's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, CenturyLink may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event that CLEC disputes any action CenturyLink seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by CenturyLink. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, CenturyLink determines that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. CenturyLink shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that CenturyLink locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that CenturyLink contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, CenturyLink may

pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of CenturyLink employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, CenturyLink may perform such work and/or take such action as is necessary to correct the condition at CLEC's expense.

8.2.3.11 CenturyLink shall provide basic telephone service with a connection jack at the request of CLEC for Caged or Cageless Physical Collocation space. Upon CLEC's request, this service shall be available per standard CenturyLink business service Provisioning processes and rates.

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and CenturyLink space through a cage enclosure. CenturyLink will construct the cage enclosure or CLEC may choose from CenturyLink approved contractors or may use another vendor of CLEC's own choosing, subject to CenturyLink's approval which may not be unreasonably withheld, to construct the cage enclosure. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.2.3.13 For Cageless Physical Collocation in a Wire Center, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, CenturyLink will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. CLEC may request, through the CenturyLink Space Reclamation Policy, a price quotation to rearrange CenturyLink equipment to provide CLEC with adjacent space.

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from four (4) optional methods for facility access to its Collocation space. They include: 1) fiber Entrance Facilities, 2) purchasing private line or Access Services, 3) Unbundled Network Elements, and 4) microwave Entrance Facilities. Other Entrance Facility technologies may be requested through the BFR process.

8.2.4.2 Collocation Fiber Entrance Facilities. CenturyLink offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between CLEC's collocated equipment within the CenturyLink Wire Center and a Collocation Point of Interconnection (C-POI) outside the CenturyLink Wire Center where CLEC shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the C-POI outside CenturyLink's Wire Center. CenturyLink will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser

structure will then be provided by CenturyLink from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The CenturyLink-provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to an Express Fiber Entrance Facility which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

8.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber Entrance Facility provides fiber connectivity between CLEC's fiber facilities delivered to the C-POI and CLEC's Collocation space in increments of twelve (12) fibers. CLEC's fiber cable is spliced into a CenturyLink-provided shared fiber entrance cable that consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (72) fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A twelve (12) fiber Interconnection cable is placed between CLEC's Collocation space and the FDP. The FDP provides CenturyLink with test access and a connection point between the transport fiber and CLEC's Interconnection cable.

8.2.4.3.2 Cross Connect Fiber Entrance Facility - The cross connect fiber Entrance Facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the CenturyLink Wire Center. CLEC's fiber cable is spliced into a CenturyLink-provided shared fiber entrance cable in twelve (12) fiber increments. The CenturyLink fiber cable consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (72) fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in four (4) and twelve (12) fiber options connect the second fiber distribution panel and equipment locations in the CenturyLink Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the CenturyLink Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one (1) form of Collocation to another.

8.2.4.3.3 Express Fiber Entrance Facility – CenturyLink will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the CenturyLink Wire Center meets requirements. This option will not be available if there is only one (1) conduit with two (2) unused innerducts (one (1) for emergency restoral and one for a shared entrance cable).

8.2.4.4 CenturyLink will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

8.2.4.5 The Collocation Entrance Facility is assumed to be fiber optic cable and

meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation Entrance Facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and Provisioning intervals for non-standard entrances will be developed on an Individual Case Basis.

8.2.4.6 CenturyLink shall provide an Interconnection point or points, physically accessible by both CenturyLink and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter CenturyLink's Wire Center, provided that CenturyLink shall designate Interconnection points as close as reasonably possible to its Premises. CenturyLink shall offer at least two (2) such Interconnection points at each CenturyLink Wire Center when at least two (2) entry points pre-exist and duct space is available. CenturyLink will not initiate construction of a second, separate Collocation Entrance Facility solely for Collocation. If CenturyLink requires the construction of a new Collocation Entrance Facility for its own use, then the needs of CLEC will also be taken into consideration.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase CenturyLink Tariffed or cataloged Private Line or Switched Access Services.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport.

8.2.4.9 Microwave Entrance Facilities. CenturyLink offers Microwave Entrance Facilities, on Premises owned or controlled by CenturyLink, to access CLEC transmission equipment collocated on or inside the CenturyLink Premises. The rooftop, duct, conduit, and riser cable space for Microwave Entrance Facilities is available on a first-come, first-served basis, where Technically Feasible. CLEC may place its microwave antenna on a CenturyLink owned or controlled existing tower, building, or supporting structure, where space is available, or CLEC may construct such tower or supporting structure, if necessary and if there is sufficient space and the building structure is not jeopardized. Such microwave equipment will be limited to that which is necessary for Interconnection to CenturyLink's network or access to CenturyLink's Unbundled Network Elements.

8.2.4.9.1 CenturyLink will jointly coordinate and plan with CLEC for the placement and location of the microwave equipment on a non-penetrating roof mount, or an existing tower or supporting structure on the exterior of a CenturyLink Premises. The method of placing CLEC microwave equipment shall be mutually agreed upon. Tower space or building roof space that allows for unobstructed line-of-sight will be provided by CenturyLink where Technically Feasible. A weather proof cable entry hatch or an existing wave-guide hatch or other suitable entrance into the building is required. If space is available, CLEC may use an existing cable entry hatch or a new cable entry hatch will need to be constructed. The cable entry hatch charges are on a per port used basis.

8.2.4.9.2 CLEC can perform the determination of line-of-sight feasibility or structural analysis or CLEC can request that CenturyLink perform either of these

functions. CLEC will submit a Microwave Entrance Facility Application for each antenna arrangement and each CenturyLink Premises requested. A site visit will include appropriate CenturyLink and CLEC personnel for the purpose of determining whether an unobstructed line-of-sight is Technically Feasible and structural analysis of the building. The site visit will take place within fifteen (15) Days, or as soon thereafter as can be scheduled by the Parties, of receipt by CenturyLink of CLEC's Microwave Entrance Facility Application. If CLEC performs the structural analysis or line-of-sight feasibility, it shall submit a response regarding its analysis to CenturyLink and CenturyLink will only bill for an escort fee per site requested. If either Party disputes the technical feasibility, space availability, or other conditions proposed by CenturyLink, the Parties will promptly petition the Commission for resolution of the dispute.

8.2.4.9.3 If CenturyLink performs the feasibility analysis, a response will be provided to CLEC within thirty (30) Days of the site visit with the structural analysis and line-of-sight feasibility. If the site visit determines that unobstructed line-of-sight and placement of the microwave equipment are not Technically Feasible, CLEC will be billed only for the site visit. If the site visit determines that the placement of microwave equipment is Technically Feasible, CenturyLink will provide a quotation for the Microwave Entrance Facility with the quotation for the submitted Collocation Application. If CLEC does not submit a Collocation Application for the Premises within thirty (30) Days following the completion of the line-of-sight and structural feasibility analysis or CLEC subsequently cancels the Collocation Application, CLEC will be billed for the site visit.

8.2.4.9.4 CLEC must obtain all necessary variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, such as use permits, building permits, FCC licenses and FAA approval, if required, to construct, operate and maintain CLEC's facilities. If CenturyLink's assistance is required in order for CLEC to obtain necessary licenses or permits, CenturyLink will not unreasonably withhold such assistance. CLEC will pay all expenses associated with that assistance on a time and materials basis.

8.2.4.9.5 CLEC is responsible for the engineering, purchasing, supplying, installing, maintaining, repairing and servicing of its microwave specific equipment. CLEC shall provide the cable from the radio frequency (RF) equipment to the building cable entry hatch. However, CLEC is not permitted to penetrate the building exterior wall or roof. CenturyLink will do all building penetration and CenturyLink will install the coaxial cable or wave-guide/transmission facility from the cable entry hatch to CLEC's Collocation space within the interval, as set forth in Section 8.4, for the type of Collocation requested by CLEC. CLEC facilities shall not physically, electronically, or inductively interfere with the existing CenturyLink or other CLECs' equipment. Each transmitter individually and all transmitters collectively, for CenturyLink, CenturyLink Affiliates and CLECs, at a given location shall comply with appropriate federal, state, and local regulations governing the safe levels of RF radiation.

8.2.4.9.6 Upon expiration or termination of the Collocation arrangement or

the Microwave Entrance Facility, CLEC shall return the antenna space to its original condition. CLEC shall repair any damages caused by removal of its microwave equipment, or by the use, operation or placement of its microwave equipment on the Premises. If CLEC performs the foregoing, CenturyLink shall impose no charges on CLEC for such work. In the event CLEC fails to remove its microwave equipment, CLEC shall be liable to CenturyLink for all reasonable costs of removal, restoration of the property, storage, and transportation to CLEC of such microwave equipment incurred by CenturyLink.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available if CLEC has not obtained Caged or Cageless Physical Collocation, but requires access to CenturyLink's Wire Center for combining Unbundled Network Elements, Finished Services, including local Interconnection trunks, and ancillary services. ICDF Collocation provides CLEC with access to the Interconnection Distribution Frame, where CenturyLink will terminate the Unbundled Network Elements, Finished Services and ancillary services ordered by CLEC. CLEC may combine such services by running a jumper on the ICDF, in accordance with Section 8.2.5.3. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distribution Frame (ICDF); b) existing DSX panels for DS1 and DS3 services; c) new Interconnection Distribution Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame. CenturyLink-provided combinations in accordance with Sections 9.1 and 9.23.3.7 are not provided by CenturyLink in CLEC's ICDF Collocation space.

8.2.5.2 All CenturyLink terminations on the Interconnection Distribution Frame will be given a frame address. CenturyLink will establish and maintain frame address records for CenturyLink terminations. CenturyLink will maintain assignment records for each Unbundled Network Element, Finished Service, and ancillary service ordered by CLEC that is terminated on the Interconnection Distribution Frame. CenturyLink will provide CLEC with the frame assignments for each Unbundled Network Element, Finished Service, and ancillary service terminated on the ICDF.

8.2.5.3 CLEC will be required to place the jumper connection between frame addresses to connect Unbundled Loops, ancillary and Finished Services. CLEC will be required to maintain the records for CLEC-provided jumpers.

8.2.5.4 Intentionally Left Blank.

8.2.6 Terms and Conditions - Adjacent Collocation and Adjacent Remote Collocation

8.2.6.1 CLEC may request Adjacent Collocation and Adjacent Remote Collocation in an existing CenturyLink controlled environmental vault, controlled environmental hut, or similar structures on or under CenturyLink owned, leased or otherwise controlled property contiguous to a CenturyLink Premises, to the extent Technically Feasible. Adjacent Collocation in an existing structure shall be ordered as Physical Collocation. Adjacent Remote Collocation in an existing structure shall be

ordered as Remote Collocation.

8.2.6.1.1 Alternatively, if no such structure described above exists, CLEC may choose to construct or procure a structure to place on or under CenturyLink owned, leased or otherwise controlled property contiguous to a CenturyLink Premises. Such adjacent structure shall be in accordance with CenturyLink's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to CenturyLink's approval. CenturyLink will review the building and property plans for the new structure within thirty (30) Days.

8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, CenturyLink shall have the right of first refusal to such structure under terms to be mutually agreed upon by the Parties. In the event CenturyLink declines to take the structure or terms cannot be agreed upon, CLEC may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to CenturyLink's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.

8.2.6.2 CenturyLink shall provide written authorization for use of CenturyLink's property to CLEC or CLEC's contractor, to the extent that CenturyLink owns or controls such property, to assist CLEC in obtaining any building permits or other approvals that may be necessary to construct the facility. CLEC is responsible for construction of the structure or procurement of an existing structure. CLEC is responsible for meeting all State and municipal building and zoning requirements. As participants in utility easements and public/private rights of way arrangements, CLEC and CenturyLink are each responsible for insuring their respective facilities information (housing locations, cable paths, etc.) is communicated to OneCall/Blue Stakes-type entities, as appropriate.

8.2.6.3 CenturyLink will provide power and all other Physical Collocation services and facilities.

8.2.6.4 Upon request, CenturyLink will evaluate all parking or other spaces outside the CenturyLink Premises on CenturyLink property that can be reasonably made available to CLEC for Adjacent Collocation. CenturyLink will retain a reasonable amount of parking space for CenturyLink technicians or other vehicles, including CLEC's. Space below a hoisting area will not be relinquished for Collocation space.

8.2.6.5 If Physical Collocation space becomes available in a previously exhausted CenturyLink structure, CenturyLink shall not require CLEC to move, or prohibit CLEC from moving its Collocation arrangement into the CenturyLink structure. Instead, CenturyLink shall continue to allow CLEC to collocate in any adjacent controlled environmental vault, controlled environmental hut, or similar structure.

8.2.7 Terms and Conditions – Remote Collocation

8.2.7.1 Remote Collocation allows CLEC to collocate in a CenturyLink Remote

Premises that is located remotely from a CenturyLink Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

8.2.7.2 The terms and conditions for Physical Collocation or Virtual Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to technical feasibility (e.g., Section 8.2.3.11 and Section 8.2.4 would not apply), or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

8.2.8 Terms and Conditions – Facility Connected (FC) Collocation

8.2.8.1 Facility Connected (FC) Collocation provides access via an Entrance Facility if CLEC does not need to collocate equipment in the Wire Center but requires access for Interconnection or access to UNEs, ancillary services and Finished Services. CLEC will submit its order using the FC Collocation Application. FC Collocation is provided on a termination block or termination panel within the designated Wire Center. CenturyLink will engineer, provision, maintain and repair all services to the FC Collocation. CLEC does not have physical access to the FC Collocation.

8.2.8.2 CenturyLink will perform the installation of services to the block or panel termination point indicated by CLEC on its orders, LSRs or ASRs, based on the connecting facility assignments (CFAs) from CLEC's alternative point of termination (APOT) form.

8.2.8.3 FC Collocation is available with the following configurations:

8.2.8.3.1 Copper Entrance Facility for termination and Cross Connection to appropriate Digital Service Level 0 (DS0) and Digital Service Level 1 (DS1) UNE services. If utilized for DS1 UNEs, CLEC must transmit a Trunk Level 1 (T1) templated signal over the copper facility. DS1 copper Entrance Facilities will be wired to a DS1 office repeater to remove line voltage before terminating on the DSX panel. CenturyLink will install and charge for this line voltage isolation equipment.

8.2.8.3.2 Fiber Entrance Facility termination and Cross Connection.

8.2.8.3.3 Other levels of service such as Digital Service Level 3 (DS3) or DS1 utilizing fiber are available via the Bona Fide Request (BFR).

8.2.8.4 Protection for lightning or voltage is required for copper Entrance Facilities and will require protection units (i.e., line voltage isolation equipment) on standard connector blocks on the distribution frame. CenturyLink will engineer and install this protection. All copper cables must come through a cable vault and have grounded/bonded sheaths.

8.2.8.5 CLEC is responsible for providing an Entrance Facility to the CenturyLink designated Collocation Point of Interface (C-POI).

8.2.8.6 All CenturyLink terminations on the termination frame or panel will be given a frame address. CenturyLink will maintain frame or panel address records for CenturyLink terminations. CLEC will maintain its CFA records.

8.2.9 Terms and Conditions – Common Area Splitter Collocation

8.2.9.1 If CLEC elects to have Splitters installed in CenturyLink Wire Centers via Common Area Splitter Collocation, the Splitters will be installed in those Wire Centers in one (1) of the following locations: (a) in a relay rack as close to CLEC's DS0 termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or, in Wire Centers with network access line counts of less than 10,000, on the COSMIC™/MDF or in some other appropriate location such as an existing CenturyLink relay rack or bay. In Wire Centers with access line counts greater than 10,000, when all common area Splitter bays and racks are fully utilized, space permitting, CenturyLink will allow CLEC to place Splitters on the COSMIC™/MDF. CLEC either may purchase Splitters or have CenturyLink purchase the Splitters subject to full reimbursement of the cost of the Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. CenturyLink will be responsible for installing and maintaining the Splitters, but CLEC will lease the Splitters to CenturyLink at no cost. CenturyLink may commingle the Splitter shelves of different CLECs in a single relay rack or bay. CenturyLink will not be responsible for shortages of Splitters or CenturyLink's inability to obtain Splitters from vendors, if acting as purchasing agent on behalf of CLEC.

8.2.9.2 Two (2) ITPs and four (4) tie cables will be needed to connect the Splitters to the CenturyLink network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) tie cable will carry both voice and data traffic to the Splitter. The voice and data traffic will be separated at the Splitter, and the separated voice and data traffic will be routed to the ICDF via separate tie cables (i.e., the second and third tie cables). At the ICDF, the data traffic will be routed to CLEC's Collocation area via a fourth tie cable, and the voice traffic will be routed to the COSMIC™/MDF Switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to Section 8.3.1.11.2.

8.2.9.3 CenturyLink will provide the cabling used for tie cables between the Splitter and the ICDF. The Splitter Tie Cable Connection Charge will apply.

8.2.9.4 The Demarcation Point between CenturyLink's network and CLEC's network will be at the place where the data Loop leaves the Splitter on its way to CLEC's collocated equipment, or at the ICDF, where the data port is cabled to existing CLEC Collocation tie cable.

8.2.9.5 New Splitter shelves may be ordered at the same time as a new Collocation on a single Collocation Application form and a single order processing charge will apply. New Splitter shelves may be ordered with an existing Collocation by submitting a new Collocation Application and the applicable fee. Standard intervals as contained in Exhibit C will apply.

8.2.9.6 Splitter Deployment

8.2.9.6.1 New applications for installation of Splitters will be processed in the manner outlined in the Collocation Section for Cageless Collocation.

8.2.9.6.2 CLEC may submit applications for additional DS0 tie cable terminations and/or reclassification to support UNE or other services. CenturyLink will process any such applications for augmentation and/or reclassification of DS0 tie cable terminations under intervals as outlined below in this Section.

8.2.9.6.3 Augmentation intervals will be thirty (30) Days, subject to the following terms and conditions identified below:

8.2.9.6.3.1 The interval for reclassification will be fifteen (15) Days, subject to the following terms and conditions. If the requested reclassification engineering results in additional requirements for DS0 tie cable terminations or tie cable support, the interval will default to thirty (30) Days.

8.2.9.6.3.2 In the event CLEC, or CenturyLink acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to CenturyLink by CLEC, including but not limited to, Splitters or cabling, CenturyLink will install the subject equipment when it becomes available. If CenturyLink is acting as purchasing agent for CLEC and is unable to procure equipment to complete all work in a timely manner, CLEC may provide CenturyLink with the subject equipment. CLEC will be notified by CenturyLink of the required material on-site date for the affected Wire Center(s) and CLEC will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify CenturyLink in writing of its intent to provide the subject equipment within this two (2) business day period, or if the subject equipment is not provided in a timely manner, CenturyLink will install the subject equipment when available.

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

8.3.1.1 CenturyLink will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Application. A quotation is then developed by CenturyLink for the work to be performed.

8.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quotation in support of Collocation:

8.3.1.3 Quotation Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quotation for the total costs to CLEC for its Collocation request.

8.3.1.3.1 Planning and Engineering Fee. Augment Quotation Preparation Fee. A non-refundable nonrecurring charge for the work required to plan, design, engineer, and develop a price quotation for the total costs to CLEC for its request to augment existing Collocations, including, without limitation, adding/removing cables and adding/removing terminations.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing CenturyLink owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation Entrance Facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel. Microwave Entrance Facility charges are addressed in 8.3.1.17.

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC Power Usage Charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per ampere (amp) basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.6.1 Optional -48 Volt DC Power Usage Charge is available for orders of greater than sixty (60) amps. If CLEC orders Optional DC Power Measurement, CenturyLink will initially apply the -48 Volt DC Power Usage Charge from Exhibit A to the quantity of power ordered by CLEC. CenturyLink will determine the actual usage at the power board as described in Section 8.2.1.30. CenturyLink will adjust the monthly usage rate based upon the actual usage on a going forward basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.6.2 Power Plant per Amp. Provides plant infrastructure to support the -48 volt DC power to CLEC collocated equipment. Power plant is built to support the amount of DC power usage ordered by CLEC and may be reduced with a power reduction request.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

8.3.1.8 Inspector Labor Charge. Provides for CenturyLink qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' CenturyLink employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Intentionally Left Blank.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each Unbundled Network Element, ancillary service or Interconnection service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element, ancillary service or Interconnection service and the Demarcation Point.

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or an appropriate Demarcation Point including, but not limited to, the following:

- a) Existing Interconnection Distributing Frame (ICDF)
- b) Existing DSX Panels for DS1 and DS3 services
- c) New Interconnection Distributing Frame
- d) Existing Toll Frame
- e) Fiber Distribution Panel
- f) Existing Intermediate Frame

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including CenturyLink, on the ICDF at any one time. This element includes CenturyLink's provided termination blocks or panels and the associated cost for placement of the blocks or panels. Cabling is also required and may be provided by CLEC or at its request, CenturyLink will provide cabling at an additional charge. When CenturyLink provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. When CLEC provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination

rates will apply.

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that CenturyLink uses to connect to that specific service. For example, if CLEC wants to connect directly from its Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select its desired option via the Direct Connection Collocation Application. If CLEC chooses a demarcation inside the Collocation space, CLEC should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, CenturyLink will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that it may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross connect device of the modular type, i.e., COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an Individual Case Basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, CenturyLink shall consolidate CLEC's requirements with the requirements of CenturyLink and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the

parties, including CenturyLink. Minimum installation requires at least one (1) block for every two (2) outside plant modules. A one-half ($\frac{1}{2}$) shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DS0, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e., toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between CenturyLink and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT). Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of one hundred (100) or per termination; DS1 in increments of twenty-eight (28) or per termination; and DS3 in increments of one (1) coaxial cable termination or fiber in twelve (12) fiber strands (six (6) fiber pairs).

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers required for CLEC access to the CenturyLink Premises for the purpose of Collocation. There are two monthly recurring rate elements associated with Security Access. The first rate element is per access card, per CLEC employee, per month. The second rate element is the number of card accessible premises, per CLEC employee, per month, as included in Exhibit A to this Agreement.

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. CLEC must determine the synchronization requirements for CLEC's equipment and notify CenturyLink of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central Office Synchronization is available where CenturyLink Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty-five percent (125%) of request. It includes engineering, furnishing and installing the main

distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per foot, per A and B feeder.

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 8.2.1.9.1.

8.3.1.16 CLEC-to-CLEC Connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

8.3.1.17 Microwave Entrance Facility – The charges for Microwave Entrance Facility include the recurring and nonrecurring charges associated with preliminary rooftop engineering and survey analysis, Premises structural analysis and line of sight feasibility, if performed by CenturyLink; space rental for the rooftop and existing antenna support structure, cable racking, cable, building penetration for cable entry, and other work as required.

8.3.1.18 Joint Testing Charges: The charges for Joint Testing are nonrecurring. Set up and testing charges are based on the virtual collocation maintenance rate specified in Exhibit A. The set up fee has a minimum of one (1) hour per joint testing request at the specified Virtual Collocation maintenance rate, specified in Exhibit A, and a per half-hour charge at the same rate for any time exceeding the one (1) hour for testing. CenturyLink will not charge for the Joint Testing based on the Joint Testing CenturyLink-caused error rate as described in Section 8.2.1.31.3.

8.3.1.19 DC Power Reduction Restoration and Deactivation Rates: CLEC will be charged the applicable nonrecurring Quote Preparation Fee (QPF) or Engineering and Design Fee and the DC Power Reduction or DC Power Restoration fee per Collocation request. Nonrecurring charges associated with the work required to reduce the fuse or breaker size, rewiring the power lead at the power source or relocation of the power feed will be on an ICB basis. When power is restored, nonrecurring charges will be assessed on an ICB basis for the work required to restore the power utilizing standard power rate elements for power usage, labor and cabling charges. CLEC will be charged a nonrecurring charge for moves between the battery distribution fuse board and the power board (for location changes) necessary for DC power reduction/restoration. When Power is turned off or deactivated on a secondary power feed nonrecurring charges (i.e., Power off) will be assessed for the work required to disconnect the power feed from the power distribution point. A recurring power maintenance charge is associated with the option to hold the power infrastructure for a secondary feed for potential future use by CLEC. The recurring charge will terminate on the date a restoration job completes for the power feed or CLEC returns the fuse position to CenturyLink. If CenturyLink is unable to provide the requested power restoration of the held feed(s) due to exhaustion of power capacity, CenturyLink will refund all Power Maintenance Charges collected since the reservation was accepted.

8.3.1.20 Collocation Available Inventory Charges. For standard CenturyLink Postings of Collocation Available Inventory, CLEC will be charged the standard Collocation rates, including the applicable QPF or Engineering and Planning Fee. CLEC will also be charged for removal of terminations. For Special Sites, assuming CLEC will be charged a Special Site Assessment Fee instead of the standard QPF, unless CLEC requests an augment to the existing site in its initial Collocation Application, then the standard approved QPF will be charged as defined in Exhibit A. CLEC ordering a Special Site, in addition to the standard Collocation rates, will also be charged a nonrecurring Network Systems Administration Fee for the systems and record updates required to transfer the Collocation Site to assuming CLEC and, if a site survey is requested by CLEC, a Site Survey Fee. Any CLEC equipment left in the site will be transferred to assuming CLEC at no charge. Recurring charges for all products and services will be charged at rates listed in assuming CLEC Interconnection Agreement without a discount.

8.3.1.21 Collocation Joint Inventory Visit Charges. The pricing for Joint Inventory Visit is a state-specific, nonrecurring charge identified in Exhibit A.

8.3.1.22 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC collocated equipment. CLEC is responsible for ordering maintenance spares. CenturyLink will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.1.23 Engineering Labor. Provides the planning and engineering of CLEC collocated equipment at the time of installation, change or removal.

8.3.1.24 Installation Labor. Provides for the installation, change or removal of CLEC collocated equipment.

8.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Collocation.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. CenturyLink will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.2.2 Training Labor. Provides for the training of CenturyLink personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from CenturyLink-provided equipment. CenturyLink will require three (3) CenturyLink employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of

CenturyLink, trained employees are relocated, retired, or are no longer available, CenturyLink will not require CLEC to provide training for additional CenturyLink employees for the same virtually collocated equipment in the same metropolitan area. Where more than one (1) CLEC in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of CLECs so selecting.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to seventy-eight (78) inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of nine (9) foot and eleven (11) foot six (6) inches, which will be considered on an Individual Case Basis. No Equipment Bay Charge is assessed if CLEC provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of CLEC virtually collocated equipment at the time of installation, change or removal.

8.3.2.5 Installation Labor. Provides for the installation, change or removal of CLEC virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where CLEC provides its own equipment bay. This rate element provides the monthly lease for the space occupied by CLEC-provided equipment bay, including property taxes and base operating cost without –48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or –48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of CenturyLink Premises areas surrounding CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of CLEC-provided equipment bay.

8.3.2.7 Space Construction. This rate element includes the material and labor to construct and prepare the space, including all support structure, cable racking specific to the bay site. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed two (2) watts per square foot), and convenience outlets and the cost associated with space engineering. These elements have recurring and nonrecurring charges.

8.3.2.8 Cable Rack. This rate element includes the metal structure that holds and routes cabling throughout the CenturyLink Central Office that attaches to the bay specific racking. This element has recurring and nonrecurring charges.

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per Caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine (9) foot high cage enclosure. CLEC may choose from CenturyLink approved contractors or may use another vendor of CLEC's own choosing, subject to CenturyLink's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared Collocation, CenturyLink may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating party, and CenturyLink must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. CenturyLink must in all cases of Shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

8.3.3.1.1 Space Construction and Site Preparation Single Bay Credit. A credit is applied to the standard two-bay Space Construction and Site Preparation fee included in Exhibit A when CLEC requests a Cageless single-bay configuration. The incremental material and labor costs to install a second bay will be credited.

8.3.3.1.2 Space Construction Fencing Credit. Credit that is applied when CLEC hires an outside company to install the cage fencing. If that option is selected, CLEC will receive a recurring and nonrecurring charge credit for the portion of the rate in Section 8.3.3.1 that covers CenturyLink-performed installation of the fencing.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of CenturyLink Premises common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Intentionally Left Blank.

8.3.3.4 Collocation Grounding Charge for Caged Collocation. Used to connect the Premises common ground to CLEC cage. Recurring and nonrecurring charges are assessed per foot to CLEC's equipment.

8.3.3.5 Equipment Bay. Provides mounting space for CLEC collocated equipment in a Cageless Collocation only. This charge includes the seven, nine, or eleven foot bay, its installation, and all necessary environmental supports and end guard costs. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to seventy-eight (78) inches.

8.3.3.6 Spacers: Provides for cost associated with procuring and installing spacer and associated mounting brackets with the Equipment Bay described in 8.3.3.5 above. Spacer(s) will be procured based on customer requested width and to match existing office environment height.

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 Rate elements for ICDF Collocation include security, QPF, DS0 circuit legs, DS1 circuit legs, DS3 circuit legs, and fiber circuit legs. Circuit legs are defined as termination blocks/panels and cables that are provisioned to meet CLEC's ICDF Collocation needs. These rate elements and their associated charges are used to develop a price quotation for the ICDF Collocation based on CLEC's Collocation Application.

8.3.5 Rate Elements – Adjacent and Adjacent Remote Collocation

8.3.5.1 The charges for Adjacent and Adjacent Remote Collocation will be developed on an Individual Case Basis, except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined, depending on the specific needs of CLEC and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation

8.3.6.1 Space Per Standard Mounting Unit – 1.75 (one and seventy-five one hundredths) vertical inches. This nonrecurring rate is associated with the cabinet space and includes the cost of the cabinet and all of the work and materials associated with placement of the cabinet. The recurring rate associated with the space covers maintenance of the materials and equipment associated the cabinet as well as a portion of the costs required for the power pedestal.

8.3.6.1.1 Feeder Distribution Interface (FDI) Terminations (per twenty-five (25) pair). This nonrecurring rate includes costs associated with initial FDI upgrade work required to provide the terminations requested at the FDI. The recurring rate associated with the FDI covers maintenance of the cable between the FDI and the remote collocation cabinet, as well as maintenance of the terminations at the FDI. These charges will apply for both DS0 and DS1.

8.3.6.1.2 -48 Volt DC Power Usage Less Than or Equal to Sixty (60) Amps. Provides -48 volt DC power to CLEC's collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC power usage charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per-ampere (amp) basis.

8.3.6.1.3 Quote Preparation Fee. A non-refundable nonrecurring charge for the work required to plan, design, engineer, and develop a price quotation for CLEC's Collocation request.

8.3.6.2 Additional Virtual Remote Terminal Features. Work functions that may be required in the installation or repair of the Virtual Remote Collocation.

8.3.6.2.1 Flat Charge, Per Job. Nonrecurring charge to recover service order costs when an additional service order must be issued when necessary for CLEC's additional request for installation and maintenance-related work.

8.3.6.2.2 Engineering Rate. Provides the planning and engineering of CLEC virtually remote collocated equipment at the time of installation, change or removal. Business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm (local time), and after business hours are after 5:00 pm and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays

8.3.6.2.3 Installation. Provides for the installation, change or removal of CLEC virtually remote collocated equipment.

8.3.6.2.4 Training. Provides for the training of CenturyLink personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually remote collocated equipment when that equipment is different from CenturyLink-provided equipment.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The charges for CLEC-to-CLEC Connections are addressed in Section 8.3.1.16.

8.3.8 Rate Elements – Facility Connected (FC) Collocation

8.3.8.1 Rate elements for Facility Connected (FC) Collocation include: QPF or Planning and Engineering; copper entrance facility; fiber entrance facility; termination block with gas protectors; termination panel; and DS1 voltage isolation. Charges associated with these rate elements are specified in Exhibit A of this Agreement. These rate elements and their associated charges are used to develop a price quotation for FC Collocation based on CLEC's FC Collocation Application and the type of Entrance Facility requested.

8.3.9 Rate Elements – Splitter Collocation

8.3.9.1 Tie Cable Reclassification Charge – A nonrecurring charge will apply, based on time and materials for reclassification of existing tie cable capacity, by among other things, reclassification of existing tie cables, frame re-stenciling, and any other work performed between CLEC's Collocation and the Interconnection Distribution Frame (ICDF) required to provision UNEs and other services.

8.3.9.2 Trouble Isolation Charge – A Miscellaneous Charge will be applied for trouble isolation in accordance with Maintenance and Repair processes set forth in the Maintenance and Repair Section of this Agreement. Exhibit A includes charges for Trouble isolation.

8.3.9.3 Additional Testing – CLEC may request CenturyLink to perform additional testing, and CenturyLink may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

8.3.9.4 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with Splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for Splitters either in a bay, on the ICDF, or on the MDF/COSMIC™. These are both recurring and nonrecurring charges.

8.3.9.5 Splitter Charge – A nonrecurring charge will apply for the cost of each Splitter purchased by CenturyLink on behalf of CLEC. This charge will cover the cost of the Splitter, plus any associated costs incurred by CenturyLink to order the Splitter.

8.3.9.6 Engineering – A nonrecurring charge will apply for the planning and engineering associated with placing Splitters in the Central Office, either in a bay, on the ICDF, or on the MDF/COSMIC™.

8.3.9.7 Splitter Tie Cable Connections Charge – A nonrecurring charge will apply for the cost of each tie cable connected to the Splitters in three (3) different configurations: common area; Collocation space; and Main Distribution Frame. This charge will cover both the tie cables and associated blocks per one hundred (100) pair between the Splitter and the ICDF or Splitter bay.

8.3.9.8 The rates for each of the aforementioned split services rate elements are set forth in Exhibit A to this Agreement.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Application Form to CenturyLink.

8.4.1.1.1 Nothing in this Agreement shall be construed to preclude CLEC from submitting an order for Collocation prior to CLEC's execution of this Agreement. If, however, the Collocation interval is completed before this Agreement or another interconnection agreement becomes effective, the rates,

terms, and conditions of this Agreement shall apply to such Collocation.

8.4.1.2 Any material changes, modifications or additional engineering (Material Changes) requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this section, Material Changes are changes that would significantly impair CenturyLink's ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require CenturyLink to incur financial penalties under the terms of this Agreement or other Applicable Law. CenturyLink shall determine the additional time required to comply with CLEC's request for Material Changes (Additional Time), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having CenturyLink process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. Any nonmaterial changes, modifications, or additional engineering requested by CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to CenturyLink and shall be implemented with the original Collocation order within the original applicable intervals.

8.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quotation.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the CenturyLink account team. CLEC's forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the Collocation Application is made the forecasted type of Collocation is not available, CLEC may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each CenturyLink Premises, the following:

- a) Identification of the CenturyLink Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation (optional);
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, ICDF, Virtual, etc.);
- f) Intentionally Left Blank;
- g) Entrance Facility Type (e.g., Express Fiber, Private Line);

- h) Type and Quantity of Terminations (optional); and
- i) Month or Quarter, during or after which CLEC expects to submit its Collocation Application.

8.4.1.4.1 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4;
- b) CLEC forecasts shall be Confidential Information and CenturyLink may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

8.4.1.5 CLEC shall submit a Collocation Application to order Collocation at a particular CenturyLink Premises. A Collocation Application shall be considered complete, if it contains:

- a) Identification of the CenturyLink Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat dissipation;
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);
- f) Collocated equipment and technical equipment specifications (manufacturer make, model no., functionality i.e., cross connect, DLC, DSLAM, transmission, Switch, etc., physical dimensions, quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the Collocation Application, how this equipment is necessary for access to UNEs or Interconnection. A high level equipment interface or connectivity schematic for the equipment should also be included.);
- g) Entrance Facility type;
- h) Type and quantity of terminations;
- i) If desired, an alternate form of Collocation if the first choice is not available; and
- j) Billing contact.

8.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Collocation Application. If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days after receipt of the Collocation Application. CenturyLink shall provide sufficient detail so that CLEC has a reasonable opportunity to cure

each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.1.6 Acceptance – After receipt of a Collocation Quotation Form from CenturyLink, CLEC shall formally accept the quotation in order for CenturyLink to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

8.4.1.7 Collocation Space Reservation – allows CLEC to reserve space and identify, to the extent available, infrastructure incidental to that space such as power and HVAC, in a CenturyLink Premises for up to one (1) year for transmission equipment (ATM and DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular CenturyLink Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available.

8.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, CenturyLink will provide space feasibility within ten (10) Days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, CenturyLink will provide a specific price quotation based on the requested Collocation requirements described on the Collocation Space Reservation Application Form. The quotation and a Billing invoice for twenty-five percent (25%) payment of nonrecurring charges will be sent to CLEC within twenty-five (25) Days from the Collocation Space Reservation Application receipt.

8.4.1.7.2.1 Collocation Space Reservation Acceptance. CLEC must electronically submit Acceptance or non-Acceptance of the quotation within seven (7) Days of receipt of the quotation. If CLEC submits the Acceptance between eight (8) and thirty (30) Days of receipt of the quotation, CenturyLink will honor the reservation upon receipt of the payment only if CenturyLink does not receive a competing request for the same space from another CLEC. CenturyLink will not honor reservations if CLEC submits the Acceptance more than thirty (30) Days after receipt of the quotation.

8.4.1.7.3 Upon receipt of the twenty-five percent (25%) payment, CenturyLink will reserve the space on behalf of CLEC in accordance with the Collocation Space Reservation Application and take the necessary steps to ensure the availability of power, HVAC and other components reflected on the Collocation Space Reservation Application. CenturyLink will hold the reservation for the applicable reservation period after the twenty-five percent (25%) payment.

This payment will be applied to the subsequent Collocation Application.

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. Upon notification of the cancellation, CenturyLink will refund a prorated portion of the twenty-five percent (25%) payment as follows:

- a) Cancellation notification within ninety (90) Days from receipt of wire transfer, seventy-five percent (75%) of the initial down payment will be returned to CLEC.
- b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) Days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to CLEC.
- c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) Days from receipt of wire transfer, twenty-five percent (25%) of the initial down payment will be returned to CLEC.
- d) Cancellation notification after two hundred and seventy (270) Days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to CLEC.

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, CenturyLink and CenturyLink Affiliates may option space in CenturyLink Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

- a) Transmission equipment – one (1) year
- b) Circuit switching equipment – three (3) years
- c) Power plants – five (5) years

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

- a) The Party requesting the option may specify the amount of space to be optioned but not a specific location within the Wire Center. CLEC may also request space be contiguous to its existing Collocation space.
- b) A requesting CLEC may option one (1) Collocation space per Wire Center.
- c) The maximum amount of space per Wire Center to be optioned is:
 - two hundred (200) square feet for Caged Collocation

- four (4) bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable CenturyLink Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. CLEC must have met all past and present undisputed financial obligations to CenturyLink. Upon receipt of the Collocation Space Option Application form, CenturyLink will confirm in writing, within ten (10) Days, the availability of, and price quotation (the "Option Fee") for the Optioned space. If space is not available, CenturyLink will deny the request.

8.4.1.8.4 CLEC must submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) Days of receipt of the quotation. When CenturyLink takes an option on space for itself, CenturyLink shall impute an amount equal to the Option Fee to the appropriate operations for which the optioned space applies. The option quotation expires seven (7) Days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, CenturyLink will option the space on behalf of CLEC including the contiguous space requests if available (or itself if appropriate) and the option time frame will begin. The prioritization of optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by CenturyLink, the higher in priority is such option. The option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an option request to avoid expiration, CLEC must:

- a) Submit a Collocation Application during the option time frame; or
- b) The option may be renewed if a Collocation Space Option Application is received at least ten (10) Days prior to the expiration of the term of the existing option. The priority of a renewed option is determined by the date CLEC accepts the quotation from CenturyLink on CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If CenturyLink receives a valid Collocation Application (CLEC A is the requesting party) for a CenturyLink Wire Center in which all available space has been occupied or optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All CenturyLink out of space reporting requirements apply to the Collocation Application (Sections 8.2.1.11 and 8.2.1.12). In addition, CenturyLink will provide CLEC A with option space information (e.g., Caged and Cageless optioned space) that may fulfill the

requirements of CLEC A's Collocation Application. At CLEC A's request, CenturyLink will initiate the option enforcement notice process by notifying the option party or parties with the most recent space option(s) that meets the requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The option enforcement notice serves as notification to the option party that CenturyLink is in possession of a valid Collocation Application, and calls for the option party to exercise its Right of First Refusal, or relinquish its space option. The option party may exercise its Right of First Refusal by submitting either a Collocation Application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation Application set forth in Section 8.4.1.7, within ten (10) Days of receipt of the option enforcement notice. This process continues for all optioned space until all optioned space is exercised or optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 Where contiguous space has been optioned, CenturyLink will make its best effort to notify CLEC if CenturyLink, its Affiliates or other CLECs require the use of CLEC's contiguous space. Upon notification, CLEC will have seven (7) Days to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following:

a) Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars (\$2) per square foot per month.

8.4.1.8.8 In the event that the option party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such Collocation Application.

8.4.1.9 Should CenturyLink receive an extraordinary number of complex Collocation Applications within a limited time frame, CenturyLink shall use its best efforts to meet the intervals called for in this Agreement. If CenturyLink nevertheless fails to meet such intervals, CenturyLink must demonstrate to the Commission that such failures were due solely to the fact that CenturyLink received an extraordinary number of

complex Collocation Applications within a limited time frame.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, CenturyLink will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) Days of receipt of a complete Collocation Application. As part of the feasibility study, CenturyLink will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

8.4.2.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation Application. CenturyLink shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.2.2 Quotation – If Collocation Entrance Facilities and space are available, CenturyLink will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Collocation Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in 8.4.1.6, space will be reserved and construction by CenturyLink will begin.

8.4.2.4 Interval - The interval for Virtual Collocation shall vary depending upon four (4) factors: 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) Days receipt of the quotation; 3) whether CLEC delivers its collocated equipment to CenturyLink in a timely manner, which shall mean within fifty-three (53) Days of the receipt of the complete Collocation Application; and 4) whether the Collocation Application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by CenturyLink on shorter intervals and in no instance shall any such interval exceed thirty (30) Days. When CenturyLink is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, CenturyLink shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Forecasted Applications with Timely Acceptance – If a Collocation Application is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if CLEC provides a complete

Acceptance within seven (7) Days of receipt of the CenturyLink Collocation quotation, and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation Application, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to CenturyLink within fifty-three (53) Days after receipt of the complete Collocation Application, CenturyLink shall complete the Collocation installation within forty-five (45) Days of the receipt of all of CLEC's equipment.

8.4.2.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to CenturyLink within fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete the Collocation installation within forty-five (45) Days of the receipt of all of CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the CenturyLink quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.2.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if space is available and special conditioning is required, but not major infrastructure, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the CenturyLink Collocation quotation, and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation Application, CenturyLink shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation Application. If space is available and no special conditioning is required and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation Application, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to CenturyLink within fifty-three (53) Days after receipt of the complete Collocation Application, CenturyLink shall complete the Collocation installation within seventy-five (75) Days of the receipt of all of CLEC's equipment.

8.4.2.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if space is available and special conditioning is required, but not major infrastructure, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt

of the CenturyLink Collocation quotation, and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation Acceptance. If space is available and no special conditioning is required and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to CenturyLink within fifty-three (53) Days after receipt of the complete Collocation Acceptance, CenturyLink shall complete the Collocation installation within seventy-five (75) Days of the receipt of all of CLEC's equipment.

8.4.2.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require CenturyLink to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.2.4.3 through 8.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC's equipment is available at the CenturyLink Premises no later than fifty-three (53) Days after receipt of the complete Collocation Application, CenturyLink shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case CenturyLink must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space – If CLEC's forecast or reservation triggers the need for an infrastructure modification, CenturyLink shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.2.4.1 and 8.4.2.4.2 when CLEC submits a Collocation Application. If not withstanding these efforts, CenturyLink is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, CenturyLink may seek a waiver from the Commission to obtain an extended interval.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5 CenturyLink will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Collocation Application. As part of the feasibility study, CenturyLink will also notify CLEC of any known circumstance that may

delay delivery of the ordered Collocation space and related facilities.

8.4.3.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation Application. CenturyLink shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.3.2 Quotation -- If Collocation Entrance Facilities and space are available, CenturyLink will develop a quotation for the supporting structure. CenturyLink will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. Physical Collocation price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period, the Collocation Entrance Facility and space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.3.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6 space will be reserved and construction by CenturyLink will begin.

8.4.3.4 Interval – The interval for Physical Collocation shall vary depending upon three (3) factors: 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) Days of receipt of the quotation; and 3) whether the Collocation Application requires major infrastructure additions or modifications. When CenturyLink is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, CenturyLink shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Application.

8.4.3.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the CenturyLink quotation, a new Collocation Application shall be resubmitted by CLEC.

8.4.3.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of

the Collocation Application, and if space is available and no special conditioning is required, and if CLEC provides a complete Acceptance within seven (7) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Application. If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if special conditioning is required, but not major infrastructure, is required, and if CLEC provides a complete Acceptance within seven (7) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation Application.

8.4.3.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if space is available and no special conditioning is required, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application and if space is available and special conditioning is required, but not major infrastructure, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within one hundred and twenty (120) Days of the receipt of the complete Collocation Acceptance.

8.4.3.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require CenturyLink to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.3.4.3 through 8.4.3.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, CenturyLink shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case CenturyLink must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space - If CLEC's forecast or reservation triggers the need for an infrastructure modification, CenturyLink shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.3.4.1 and 8.4.3.4.2 when CLEC submits a Collocation Application. If notwithstanding these efforts, CenturyLink is unable to meet the interval and cannot reach

agreement with CLEC for an extended interval, CenturyLink may seek a waiver from the Commission to obtain an extended interval.

8.4.4 Ordering - Interconnection Distribution Frame (ICDF) Collocation

8.4.4.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, CenturyLink will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations within the Wire Center. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Collocation Application. As part of the feasibility study, CenturyLink will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities. CLEC may submit an ICDF forecast in accordance with Section 8.4.1.4. The forecast shall include demand by DS0, DS1 and DS3 capacities that will be terminated on the Interconnection Distribution Frame by CenturyLink on behalf of CLEC. Such forecasts shall be used by CenturyLink to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the CenturyLink Wire Center.

8.4.4.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation Application. CenturyLink shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.4.2 Quotation -- If space is available, CenturyLink will develop a quotation for the supporting structure. CenturyLink will complete the quotation no later than twenty-five (25) Days of providing the feasibility study. ICDF Collocation price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.4.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by CenturyLink will begin.

8.4.4.4 Interval – The interval for ICDF Collocation shall vary depending upon two (2) factors – 1) whether the request was forecasted in accordance with 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7 and 2) whether CLEC provides its Acceptance within seven (7) Days of the quotation. When CenturyLink is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, CenturyLink shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) Days of receipt of the CenturyLink Collocation quotation, CenturyLink

shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation Application.

8.4.4.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) days after receipt of the CenturyLink quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.4.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation Application, unless CenturyLink can demonstrate that the Premises does not have an existing ICDF, or space for a new ICDF. If CenturyLink can demonstrate that such ICDF space is not available, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case CenturyLink must request a waiver from the Commission.

8.4.4.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) Days prior to submission of the Collocation Application and if CLEC provides a complete Acceptance more than seven (7) Days but less than thirty (30) Days after receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Collocation arrangement within forty-five (45) Days of the receipt of the complete Collocation Acceptance, unless CenturyLink can demonstrate that the Premises does not have an existing ICDF or space for a new ICDF. If CenturyLink can demonstrate that such ICDF space is not available, CenturyLink shall complete its installation of the Collocation arrangement within ninety (90) Days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case CenturyLink must request a waiver from the Commission.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular CenturyLink Premises is not available at the time of CLEC's request, CLEC may request CenturyLink to conduct a feasibility study for Adjacent Collocation for that Premises site. CenturyLink

recommends that CenturyLink and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on CenturyLink's property. CenturyLink will make available, within ten (10) business days, drawings of the CenturyLink physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or Rights of Way (ROW), if required, the provision of Collocation services by CenturyLink, in accordance with CLEC's Collocation Application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by CenturyLink, CenturyLink must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing CenturyLink Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing CenturyLink Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation in a particular CenturyLink Remote Premises is not available at the time of CLEC's request, CLEC may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j). CenturyLink will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same CenturyLink Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) Days from date of receipt of a complete Collocation Application.

8.4.7.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation Application. CenturyLink shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.7.2 Quotation -- If existing cable racking is available, CenturyLink will provide

CLEC with a quotation and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, CenturyLink shall provide a feasibility and quotation to CLEC no later than ten (10) Days of receipt of Collocation Application. CLEC-to-CLEC Connection quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the CenturyLink designated cable rack route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, CenturyLink will begin construction of the new cable rack.

8.4.7.4 Interval – Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by CenturyLink shall be within sixty (60) Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) Days after receipt of the CenturyLink quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.8 Ordering – Direct Connections

8.4.8.1 Application – Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j), CenturyLink will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other Technically Feasible method, used for Direct Connection (as described in Section 8.3.1.11.2). The feasibility study will be provided within ten (10) Days from date of receipt of a complete Collocation Application.

8.4.8.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation Application. CenturyLink shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.8.2 Quotation – If existing cable racking is available, CenturyLink will provide CLEC with a quotation and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate CLEC's request, CenturyLink shall

provide a quotation to CLEC no later than ten (10) Days after receipt of a complete Collocation Application. Direct Connection quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 Acceptance – There are two (2) forms of Acceptance for Direct Connection:

8.4.8.3.1 Direct Connection with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its acceptance notification.

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, CenturyLink will begin construction of the new cable rack.

8.4.8.4 Interval – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) Days of receipt of the CenturyLink Collocation quotation, CenturyLink shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, CenturyLink will provision the direct trunking within sixty (60) Days of the receipt of the complete Collocation Acceptance.

8.4.9 Ordering – Facility Connected (FC) Collocation

8.4.9.1 Application – Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, CenturyLink will perform a feasibility study. The feasibility study will be provided within ten (10) Days of receipt of a complete Collocation Application. As part of the feasibility study, CenturyLink will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

8.4.9.1.1 If CenturyLink determines that the Collocation Application is not complete, CenturyLink shall notify CLEC of any deficiencies within ten (10) Days of the Collocation Application. CenturyLink shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) Days after being advised of the deficiencies.

8.4.9.2 Quotation – If Collocation Entrance Facilities and space are available, CenturyLink will develop a price quotation within twenty-five (25) Days of providing the feasibility study. Facility Connected Collocation price quotations will be honored for

thirty (30) Days from the date the quotation is provided. During this period, the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.9.3 Acceptance – Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by CenturyLink will begin.

8.4.9.4 Interval – The interval for FC Collocation shall vary depending based on two (2) factors – 1) whether CLEC provides its Acceptance within seven (7) Days of receipt of the quotation; and 2) whether CLEC delivers its Entrance Facility to CenturyLink's C-POI in a timely manner, which shall mean within fifty-three (53) Days of the receipt of the complete Collocation Application. CenturyLink will provide FC Collocation ninety (90) Days from receipt of a complete Collocation Application with timely Acceptance of the quotation by CLEC. With late Acceptance of the quotation by CLEC, CenturyLink will provide FC Collocation ninety (90) Days from Acceptance. CLEC must have its Entrance Facility at the C-POI no later than fifty-three (53) Days after CenturyLink receives the complete Collocation Application. If CLEC's Entrance Facility is not completed to the C-POI within fifty-three (53) Days after receipt of the complete Collocation Application, CenturyLink shall complete the FC Collocation within forty-five (45) Days of the completion and availability of CLEC's Entrance Facility at the C-POI.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, CenturyLink will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and CenturyLink, and CenturyLink has received the final fifty percent (50%) balance, CenturyLink will activate CLEC transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.2 In the event CenturyLink has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), CenturyLink will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, CenturyLink will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request CenturyLink to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a CenturyLink approved vendor and follow the designated racking route. Final test and turn-up will be performed under the Maintenance and Repair process contained herein.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between CLEC and CenturyLink may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, CenturyLink will schedule a walk through of the space with CLEC. During this joint walk through, CenturyLink will turn over access to the space and provide security access to the Premises. Upon completion of the acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package (i.e., all ordering information). The monthly Billing for leased space, DC power, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If CenturyLink, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with CLEC within twenty-one (21) Days of the RFS, CenturyLink shall activate the monthly recurring charges.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm (local time) and after business hours are after 5:00 pm and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of CLEC's virtually collocated equipment will be performed by CenturyLink or a CenturyLink authorized vendor.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, CenturyLink will promptly notify CLEC of such failure and the corrective action that is needed. CenturyLink will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of CenturyLink. CLEC is responsible for transportation and delivery of maintenance spares to CenturyLink at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Physical Collocation

8.6.2.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's leased space.

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, CLEC is responsible for having jumper wire and tools for such operations. CenturyLink is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

8.6.5 Facility Connected (FC) Collocation

8.6.5.1 CenturyLink will be responsible for all Maintenance and Repair of FC Collocation facilities from the C-POI into and within the Wire Center, and for the associated Interconnection, ancillary services, and Finished Services terminated on the FC Collocation blocks or panels. CLEC does not have physical access to the Wire Center for FC Collocation.

8.6.6 Splitter Collocation

8.6.6.1 When Splitters are installed in CenturyLink Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC will leave one (1) unused, spare Splitter card in every shelf to be used for Maintenance and Repair until such time as the card must be used to fill the shelf to capacity.

8.6.6.2 When Splitters are installed in CenturyLink Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC in its March 31, 1999 Order in CC Docket No. 98-147.