

110104-TP

Diamond Williams

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Sent: Tuesday, April 19, 2011 1:29 PM
To: Filings@psc.state.fl.us
Cc: Masterton, Susan S; Givner, Steve D
Subject: Paging Interconnection Agreement -CTL and USA Mobility Wireless, Inc.
Attachments: Paging Agreement CTL and USA Mobility Wireless.pdf

Filed on Behalf of: Susan S. Masterton
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Docket No. _____ N/A _____

Title of filing: Paging Interconnection Agreement with USA Mobility Wireless, Inc.

Filed on behalf of: CenturyLink

No of pages: _____ 38 _____

Description: Paging Interconnection Agreement between Embarq Florida, Inc. d/b/a/ CenturyLink and USA Mobility Wireless, Inc.

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FPSC-COMMISSION CLERK

Susan S. Masterton
Senior Counsel



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April 19, 2011

VIA E-FILING

Ms. Ann Cole
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

110104-TP

Re: Paging Interconnection Agreement with USA Mobility Wireless, Inc.
Docket No. _____

Dear Ms. Cole:

Please find enclosed for approval and filing the Paging Interconnection Agreement between Embarq Florida, Inc. d/b/a/ CenturyLink and USA Mobility Wireless, Inc.

If you have any questions on this matter, please contact my assistant Roberta Cooper at 850-599-1563.

Sincerely,

A handwritten signature in cursive script that reads "Susan S. Masterton".

Susan S. Masterton

cc: USA Mobility Wireless, Inc.

DOCUMENT NUMBER-DATE

02662 APR 19 =

FPSC-COMMISSION CLERK

PAGING INTERCONNECTION AGREEMENT

FOR THE

STATE

OF

FLORIDA

USA Mobility Wireless, Inc.

and

Embarq Florida, Inc. d/b/a CenturyLink

Effective: March 10, 2011

Ending: March 9, 2013

DOCUMENT NUMBER-DATE

02662 APR 19 =

FPSC-COMMISSION CLERK

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PAGING INTERCONNECTION AGREEMENT

This Paging Interconnection Agreement (“Agreement”), is entered into under Sections 251, 252, and/or 332 of the Act, by and between USA Mobility Wireless, Inc. (“Carrier”), and Embarq Florida, Inc. d/b/a CenturyLink (“CenturyLink”) (hereinafter collectively referred to as the “Parties” or individually as a “Party”), entered into and effective this 10th day of March 2011 (“Effective Date”), for a two-year term ending March 9, 2013 (“End Date”).

WHEREAS, the Parties desire to enter into an agreement for the Interconnection of their respective networks for the transport and termination of Telecommunications traffic between them for the provision of Telecommunications Services pursuant to the Act as set forth herein;

WHEREAS, the Parties seek to accomplish Interconnection of their respective networks in a technically and economically efficient manner, and in accordance with the requirements of the Act and other applicable federal, state, and local laws;

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement and their performance of obligations thereunder, to comply with the Act, the rules, regulations and orders of the Federal Communications Commission, and the rules, regulations and orders of the Florida Public Service Commission (“Commission”); and

WHEREAS, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the state of Florida with this Agreement;

Now, therefore, in consideration of the premises and the terms and conditions contained herein, Carrier and CenturyLink, intending to be legally bound, hereby mutually agree as follows:

PART A – DEFINITIONS

1. DEFINED TERMS

Capitalized terms defined in this Agreement shall have the ascribed meanings throughout this Agreement. Unless the context clearly indicates otherwise, any term defined or used in the singular will include the plural. The parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. Such terms will have the meanings ascribed to them in the Act, the rules and regulations of the FCC or the Commission, or shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

- 1.1. “Act” means the Communications Act of 1934 (47 U.S.C. §§151 *et seq.*), as amended *inter alia*, by the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules, regulations, interpretations, rulings and orders of the FCC or the Commission and as further interpreted in any judicial review of such laws, rules, orders and regulations.
- 1.2. “Affiliate” is as defined in the Act.

- 1.3. "Applicable Laws" means all laws, statutes, common laws, regulations, ordinances, codes, rules, regulations, guidelines, orders, permits, and approvals, including, without limitation, those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement, and the Act.
- 1.4. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, CenturyLink holidays, and all official legal holidays.
- 1.5. "Central Office Switches" ("COs") means a switch within the public switched telecommunications network, including, but not limited to:
 - 1.5.1. "End Office Switches" ("EOs") are landline switches from which CenturyLink's end-user Exchange Services are directly connected and Remote Switches that have their own Exchange Service area.
 - 1.5.2. "Tandem Switches" are switches that are used to connect and switch traffic between and among Central Office Switches and other Telecommunications Carriers' networks .
 - 1.5.3. "Messaging Switches" or "Mobile Switching Center (MSC)" are switches used by Carrier to switch and route NCMRS Telecommunications Traffic.
- 1.6. "CMRS" means Commercial Mobile Radio Service as defined in 47 C.F.R. Section 20.3.
- 1.7. "Common Transport" provides a local interoffice transmission path between End Office Switches, between End Office Switches and Tandem Switches and between Tandem Switches in CenturyLink's network. Common Transport is shared between multiple customers and is required to be switched at the Tandem Switch.
- 1.8. "Customer Proprietary Network Information" ("CPNI") is as defined in the Act.
- 1.9. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.10. "End Office" is the central office to which a telephone subscriber is connected. The last central office before the subscriber's phone equipment. The central office which actually delivers dial tone to the subscriber. It establishes line to line, line to trunk, and trunk to line connections.
- 1.11. "Exchange Access" means Exchange Access as defined in the Act.
- 1.12. "Exchange Service" means Telephone Exchange Service as defined in the Act.
- 1.13. "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.

- 1.14. "Facility" means the wire, line, circuit, transmission system, facilities, conduit, fiber and/or cable used to transport traffic between the Parties' respective networks.
- 1.15. "FCC" means the Federal Communications Commission, or any successor federal agency which performs essentially the same functions as the Federal Communications Commission.
- 1.16. "Final Order" means an order or orders entered by the Commission or the FCC or decision by a court, as to which (a) the time period for seeking reconsideration or review, or filing a judicial appeal, shall have elapsed without the filing of any petition for reconsideration, application for review, or appeal by any party or third party and, if the order or orders were granted by the Commission or FCC staff on delegated authority, the time period for review by the full Commission or FCC on its own motion shall have expired, without such review having been undertaken with respect to such Orders, or any aspect or portion thereof, or (b) a petition for reconsideration, application for review, or appeal has been filed or the full Commission or FCC has undertaken review on its own motion, but the order or orders shall have been reaffirmed or upheld or the challenge thereto shall have been withdrawn or dismissed and the applicable period for seeking further administrative or judicial review with respect to such action shall have expired without the filing of any action, petition or request for further review.
- 1.17. "Governmental Authority" means any federal, state, local, foreign, or international, court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.
- 1.18. "Incumbent Local Exchange Carrier" ("ILEC") is as defined in the Act.
- 1.19. "Interconnection" is as defined in the Act.
- 1.20. "Interconnection Arrangement" means the combination of POIs, Facilities and Interconnection Trunks/Trunk Groups used to originate or terminate traffic between the Parties' respective networks.
- 1.21. "Interconnection Trunk" or "Interconnection Trunks" or "Interconnection Trunk Groups" mean the switch port interfaces(s) used, and the communications path created, to connect Carrier's network with CenturyLink's network for the purpose of exchanging Telecommunications traffic as provided herein.
- 1.22. "Interexchange Carrier" ("IXC") means a Telecommunications Carrier, other than a CMRS carrier that provides interexchange Telecommunications Services in connection with its other CMRS services, that provides, directly or indirectly, interLATA Telecommunications Services for hire.

- 1.23. "InterMTA Traffic" means Telecommunications traffic between CenturyLink and Carrier that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.
- 1.24. "InterLATA Traffic" means Telecommunications traffic that, at the beginning of the call, originates in one LATA, but terminates in different LATA.
- 1.25. "IntraLATA Toll Traffic" means Telecommunications traffic as defined in accordance with CenturyLink's then-current intraLATA toll serving areas to the extent that said traffic originates and terminates within the same LATA.
- 1.26. "LATA" means Local Access Transport Area as defined the Act.
- 1.27. "LEC" means a Local Exchange Carrier as defined in the Act.
- 1.28. "LERG" means Local Exchange Routing Guide, a Bellcore reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 1.29. "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between CenturyLink and Carrier that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202. This shall not affect CenturyLink's landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas. For purposes of this Agreement, Local Traffic does not include any ISP-bound traffic. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for ISP-bound traffic.
- 1.30. "MTA" means Major Trading Area as defined in 47 C.F.R. 24.202(a).
- 1.31. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more Telecommunications Carriers, or by one LEC in two or more states within a single LATA.
- 1.32. "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services – Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document, published by Bellcore as Special Report SR-STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more Telecommunications Carriers.
- 1.33. "Narrowband Commercial Mobile Radio Service," "Narrowband CMRS" or "NCMRS" means interconnected one-way paging narrowband personal

communications services (NPCS), and point-to-point or point-to-multipoint wireless services, offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public, and services incidental or ancillary thereto, including, but not limited to, the provision of ancillary calling provided as an optional capability to Carrier's subscribers (e.g., calls to and from voice services, such as voice mail and call forwarding). The rules for NCMRS and NPCS services are documented in the FCC's Rules, including, but not limited to, Title 47, Chapter I, Subchapter B, Parts 20, 22, 24 and 90 of the FCC Rules. In this Agreement, Carrier's services will be referred to as "NCMRS Services."

- 1.34. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.35. "Numbering Plan Area" ("NPA" – sometimes referred to as an area code) means the three-digit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 8YY possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.36. "NXX," "NXX Code," or "Central Office Code," or "CO Code" all refer to the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10 digit telephone number within the NANP.
- 1.37. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by CenturyLink of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to CenturyLink, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, CenturyLink shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.38. "Party" means either CenturyLink or Carrier. "Parties" means both CenturyLink and Carrier.

- 1.39. "Point Of Interconnection" ("POI") is a mutually agreed upon physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between Carrier and CenturyLink for the local interconnection of their networks for the mutual exchange of traffic.
- 1.40. "Rate Center" means the specific geographic point and corresponding geographic area that have been identified by a LEC and, to the extent required by Applicable Laws, approved by the Commission, in a State. All NPA-NXXs are associated with specific Rate Centers for the purpose of rating calls.
- 1.41. "Rating Point" means a geographic point assigned to a Rate Center identified by a specific V&H coordinate that is used to calculate distance-sensitive end user traffic to or from particular NPA/NXX codes associated with such Rate Center.
- 1.42. "Remote Switches" are specialized network equipment in landline networks that are located separate from their host or control office. All Remote Switches have host or control offices where inter-office switching is performed. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.43. "Routing Point" means a specific geographic point identified by a specific V&H coordinate that a Telecommunications Carrier has designated as the destination to route inbound traffic to specified NPA/NXX Codes. The Routing Point need not be the same as the Rating Point, but the Rating Point must be located within the same LATA as the Routing Point. Central Office Switches are Routing Points for traffic to customers identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Carrier has not established Routing Points for its Dedicated NPA-NXXs in its own network (e.g, Type 1 interconnection), the Routing Point shall be the CenturyLink Central Office Switch where Carrier's Interconnection Arrangements are interconnected.
- 1.44. "SAC Code" means Service Access Code, a non-geographic NPA typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas (e.g., 500, Toll Free Service NPAs (8YY), 700 and 900).
- 1.45. "Tariff" means a filing made at the state or federal level for the provision of a Telecommunications Service by a Telecommunications Carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.46. "Telecommunications" is as defined in the Act.
- 1.47. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in the Act.
- 1.48. "Telecommunication Services" is as defined in the Act.

- 1.49. "Toll Free Service" means a Telecommunications Service provided with a dialing sequence that invokes toll-free, (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 8YY NPA SAC Codes.
- 1.50. "Transit Traffic" means Local Traffic that is routed by Carrier through CenturyLink's network to a third party Telecommunications Carrier's network, or that is routed by a third party Telecommunications Carrier through CenturyLink's network for delivery to Carrier's network. For purposes of this Agreement, Transit Traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly provided Switched Access.
- 1.51. "Trunk-Side" refers to a Central Office Switch interface that is capable of, and has been programmed to treat the Facility as, connecting to another switching entity, another Central Office Switch. Trunk-side interfaces offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
- 1.52. "Type 1" means a type of Interconnection Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and TA-NPL-000912 and as provided in accordance with this Agreement.
- 1.53. "Type 2A" means a type of Interconnection Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.54. "Type 2B" means a type of Interconnection Trunk interface as technically defined in Bellcore Technical Reference GR-145-CORE and as provided in accordance with this Agreement.
- 1.55. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given Telecommunication Carrier's network, where transmission Facilities are connected or switched. A Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Exchange Access, are located.

PART B -- GENERAL TERMS AND CONDITIONS

2. SCOPE OF THIS AGREEMENT

- 2.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for Interconnection with the other's network under Sections 251, 252 and/or 332, as applicable, of the Act ("Interconnection Services"). The Interconnection Services set forth herein address and include the transport and termination of all Telecommunications traffic to Carrier from CenturyLink and from Carrier to CenturyLink.
- 2.2. Either Party may take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state Tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable Tariff or separate agreement. Any charges for Non-Interconnection Services, such as directory assistance or operator services, will be billed at the standard rates for those services.
- 2.3. CenturyLink shall provide notice of network changes and upgrades which are provided to telephone exchange service providers under Sections 51.325 through 51.335 of Title 47 of the Code of Federal Regulations; provided, however, that CenturyLink shall provide Carrier at least ninety (90) days prior written notice of any change that may directly and materially affect the Interconnection Arrangements set forth herein.
- 2.4. Notwithstanding any provision of this Agreement that might be construed to the contrary, nothing in this Agreement shall be deemed a waiver of the rights of either Party under Section 252(i) of the Act. To the extent provided in Section 252(i) of the Act and related provisions of the FCC's rules and regulations, CenturyLink shall make available to Carrier any interconnection, service, or network element provided under an agreement approved under Section 252 of the Act to which CenturyLink is a party upon the same terms and conditions as those provided in that agreement. The Parties will execute a written agreement or amendment as appropriate for such interconnection, service or network element.
- 2.5. Nothing in this Agreement is intended or shall be construed as an admission or a waiver of any position either Party has taken before the FCC, the Commission, any court, any legislative body or other agency pertaining to (a) the nature and extent of terminating compensation, reciprocal compensation or Facilities charges that should apply in connection with the Interconnection of NCMRS networks and local exchange networks; (b) the procedures that should apply in the determination of Interconnection arrangements between CMRS carriers and ILECs; (c) the statutory sections under which the negotiations of such Interconnection Arrangements should or may be conducted; (d) the proper forum

for the establishment of Interconnection Arrangements and the approval of Interconnection agreements; and/or (e) related NCMRS Interconnection matters.

3. REGULATORY APPROVALS

- 3.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. CenturyLink and Carrier shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement and to make any required tariff modifications. Carrier shall not order services under this Agreement before the Effective Date except as may otherwise be agreed in writing between the Parties. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 3.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award or other legal action purporting to apply the provisions of the Act which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 3.3. Section 3.2 shall control notwithstanding any other provision of this Agreement to the contrary. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, the Parties shall present any such issues to the Commission or the FCC to establish appropriate interconnection arrangements under the Act in light of the Amended Rules, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the Amended Rules.
- 3.4. Notwithstanding anything in this Agreement to the contrary, in the event that as a result of any effective decision, order, or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, CenturyLink determines that it is not required to furnish any service, facility, arrangement, or benefit required to be furnished or provided to Carrier under this Agreement, then

CenturyLink may discontinue any service, facility, arrangement, or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order, or determination by providing sixty (60) days written notice to Carrier. Immediately upon provision of such written notice to Carrier, Carrier will be prohibited from ordering and CenturyLink will not provide new Discontinued Arrangements.

- 3.5. Additional services, beyond those specified herein, requested by either Party relating to the subject matter of this Agreement will be incorporated into this Agreement by written amendment executed by duly authorized representatives of both Parties.

4. TERM AND TERMINATION

- 4.1. This Agreement shall be deemed effective upon the Effective Date or upon Commission approval if required, whichever occurs first, provided however that if Carrier has any undisputed outstanding past due obligations to CenturyLink, this Agreement will not be effective until such time as the Parties have mutually agreed upon a settlement for any such past due obligations. No order or request for services under this Agreement shall be processed before the Effective Date.
- 4.2. For any Interconnection Arrangements covered by this Agreement that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in the Attachments to this Agreement shall be applied to those arrangements. To the extent that CenturyLink is not able to bill the new rates for the pre-existing Interconnection Arrangements on the Effective Date, the Parties agree that, once billing is possible, the rate will be applied to the pre-existing Interconnection Arrangements retroactively to the Effective Date of this Agreement. The Parties agree that interim billing processes, as defined in subsequent Sections of this Agreement, will be implemented as needed.
- 4.3. Except as provided herein, CenturyLink and Carrier agree to provide service to each other under the terms of this Agreement for a period from the Effective Date through and including the "End Date". Upon the expiration of the initial term, this Agreement shall continue in effect thereafter on a month-to-month basis until either Party terminates this Agreement on one hundred sixty (160) days prior written notice (such 160 days being the "Termination Notice Period"). This Agreement will remain in full force and effect during such Termination Notice Period and will remain in effect thereafter if the Parties mutually agree to continue this Agreement while such negotiations are on-going based upon continued good faith negotiations. Further, if the Parties are in arbitration or mediation before the appropriate Commission or the FCC based upon the foregoing request to negotiate, this Agreement will continue in effect until the effective date of a new agreement implementing a Final Order of the Commission or the FCC resulting from the negotiations, arbitration or mediation.

- 4.4. Either Party may terminate this Agreement in the event of a material breach of any of the terms or conditions hereof by the other Party, including the failure to make any undisputed payment when due, provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not cure, or commence curing and proceed with due diligence to cure, the alleged default within sixty (60) days after written notice thereof.
- 4.5. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 4.6. Notwithstanding the above, should CenturyLink sell or trade substantially all the assets in an exchange or group of exchanges that CenturyLink uses to provide Telecommunications Services, then CenturyLink may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) Days prior written notice.

5. POST TERMINATION INTERIM SERVICE ARRANGEMENTS

- 5.1. In the event that this Agreement expires under Section 4, it is the intent of the Parties to provide for interim service arrangements between the Parties at the time of expiration so that service to end users will not be interrupted. Therefore, except in the case of termination as a result of either Party's default under Section 4.4, or for termination upon sale under Section 4.6, for service made available under this Agreement and existing as of the End Date or as extended by Section 4.3, the Parties agree that those services may continue uninterrupted at the request of either Party provided that:
 - 5.1.1. a new agreement is voluntarily entered into by the Parties or this Agreement is extended by mutual agreement; or
 - 5.1.2. service is provided under such standard terms and conditions or Tariffs approved by and made generally available by the Commission, if they exist at the time of expiration or under existing rules of the FCC or the Commission; or
 - 5.1.3. Carrier elects to take service pursuant to the terms and conditions of an existing agreement between CenturyLink and another Telecommunications Carrier under Applicable Law.

6. CHARGES AND PAYMENT

- 6.1. In consideration of the services provided by each Party under this Agreement, compensation for services under this Agreement shall be subject to the provision of Section 36, Compensation for Transport, Termination and Numbering.

7. AUDITS AND EXAMINATIONS

- 7.1. Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the other Party involved. Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Party, at its own expense, may audit the other Party's books, records and other documents directly related to billing and invoicing once in any twelve (12) month period for the purpose of evaluating the accuracy of the other Party's billing and invoicing. "Audit" shall mean a comprehensive review of bills for services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to bills for services performed under this Agreement. Either Party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date, with the assistance of the other Party, which will not be unreasonably withheld. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations, as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.
- 7.2. Upon thirty (30) Days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the billing and invoicing of the services provided under this Agreement. Within the above-described thirty (30) Day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (*e.g.*: conference rooms, telephones, copying machines).
- 7.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this Section 7.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit or Examination.
- 7.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) Days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties.

- 7.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.
- 7.6. This Section shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.

9. LIMITATION OF LIABILITY

- 9.1. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, except that the foregoing shall not limit a Party's obligation under Section 10 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Notwithstanding the foregoing, in no event shall either Party's liability to the other for a service outage exceed an amount equal to the proportionate charge for the service(s) provided for the period during which the service was affected.
- 9.2. Neither Party, its parents, subsidiaries, affiliates, agents, servants or employees shall be liable for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of willful misconduct.
- 9.3. Notwithstanding the foregoing, in no event shall CenturyLink's liability to Carrier for a service outage exceed an amount equal to the proportionate charge for the service(s) or unbundled element(s) provided for the period during which the service was affected.

10. INDEMNIFICATION

- 10.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 10.2. Carrier shall defend, indemnify and hold harmless CenturyLink from all Claims by Carrier's subscribers.
- 10.3. CenturyLink shall defend, indemnify and hold harmless Carrier from all Claims by CenturyLink's subscribers.
- 10.4. The indemnifying Party under this Section agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 10.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 10.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 10.7. When the lines or services of other companies and CLECs are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 10.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and Consequential Damages (as defined in Section 9 above).

11. CONFIDENTIALITY AND PUBLICITY

- 11.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information includes but is not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential Information").
- 11.2. During the term of this Agreement, and for a period of five (5) years thereafter, Recipient shall
 - 11.2.1. use the Confidential Information only for the purpose of performing under this Agreement,
 - 11.2.2. hold Confidential Information in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and
 - 11.2.3. safeguard Confidential Information from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 11.3. Recipient shall have no obligation to safeguard Confidential Information which:
 - 11.3.1. was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
 - 11.3.2. becomes publicly known or available through no breach of this Agreement by Recipient.
 - 11.3.3. is rightfully acquired by Recipient free of restrictions on its Disclosure, or
 - 11.3.4. is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 11.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, if the Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and the Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient will comply with any protective order that covers the Confidential Information to be disclosed.
- 11.5. Each Party agrees that in the event of a breach of this Section 11 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including

injunctive relief and specific performance. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

- 11.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This Section **Error! Reference source not found.** shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 11.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 11.8. Except as otherwise expressly provided in this Section **Error! Reference source not found.**, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation §222 of the Act.

12. WARRANTIES

- 12.1. Except as specifically provided elsewhere in this agreement to the contrary, neither Party makes any representations or warranties, express or implied, with respect to quality, functionality or characteristics of the services provided pursuant to this Agreement, including, but not limited to, implied warranties of merchantability and/or fitness for a particular purpose. No representation or statement made by either Party or any of its agents or employees, oral or written, including, but not limited to, any specifications, descriptions or statements provided or made shall be binding upon either Party as a warranty.

13. ASSIGNMENT AND SUBCONTRACT

- 13.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement upon written notice to the other Party. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement.

- 13.2. Except as provided in this Section 13, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the obligations to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys. Upon a request by a Party for such consent, the other Party shall not unreasonably withhold or delay such consent, provided however, that reasonable grounds for withholding consent would include, without limitation, the existence of any material default by the requesting Party
- 13.3. If a Party uses products or services obtained from the other Party under this Agreement to serve end user customers, then such Party may not make any sale or transfer of such end user customer accounts unless the purchaser or transferee has executed a written agreement to assume liability for any outstanding unpaid balances owed to the other Party under this Agreement for such services and products. Notwithstanding any assumption of liability by the purchaser or transferee, the Party selling or transferring such end user customer accounts shall remain jointly liable for the unpaid balances until the same are satisfied, in full, unless the selling or transferring Party obtains a written release of liability from the other Party, which release shall be at the reasonable discretion of the other Party.

14. GOVERNING LAW

- 14.1. This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state where this Agreement is filed, without regard to its conflicts of laws principles, shall govern.

15. RELATIONSHIP OF PARTIES

- 15.1. It is the intention of the Parties that each shall be an independent contractor and nothing contained in this Agreement shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

16. NO THIRD PARTY BENEFICIARIES

- 16.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be

construed to prevent Carrier from providing its Telecommunications Services to other carriers.

17. NOTICES

- 17.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows.

If to	Director – Contract Management	If to	Mark Burns
CenturyLink:	CenturyLink	Carrier:	Sr. Director Technology Amdin
	KSOPKJ0201-207		USA Mobility Wireless Inc.
	5454 W 110 th St.		3000 Technology Blvd., Ste 400
	Overland Park, KS 66211		Plano, TX 75002
			972-801-0515
			mark.burns@usamobility.com

- 17.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

18. WAIVERS

- 18.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 18.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 18.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

19. SURVIVAL

- 19.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or

omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

20. FORCE MAJEURE

20.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 20 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Sections 3 and 4 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CenturyLink, CenturyLink will resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

21. DISPUTE RESOLUTION

21.1. Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this section. In the event of a Dispute between the Parties relating to this Agreement, and upon the written request of either Party, each of the Parties shall appoint within five (5) business days after a Party's receipt of such request a designated representative at a higher level of management than the persons with direct responsibility for administration of this Agreement within the organization (e.g. not outside counsel) who has the authority to settle the Dispute. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.

21.2. The Parties recognize and agree that the FCC and the Commission have continuing jurisdiction to implement and enforce all terms and conditions of this agreement Dispute. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act,

(iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under Applicable Law. If the FCC or the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses so incurred. During any Dispute proceeding each Party shall continue to perform its obligations under this Agreement, provided however, that neither Party shall be required to act in any unlawful fashion. Notwithstanding anything contained herein to the contrary, the rights and remedies set forth in this Section 21.2 are for illustrative purposes only and are not in addition to or in limitation of any rights or remedies that a Party may have or pursue at law or in equity or otherwise.

- 21.3. The FCC or Commission or other court of competent jurisdiction may direct payment of any or all funds plus applicable costs and late charges to be paid to either Party.
- 21.4. Notwithstanding the foregoing, this section shall not be construed to prevent either Party from seeking and, upon proper proof, obtaining temporary equitable remedies, including temporary restraining orders, if, in its judgment, such action is necessary to avoid irreparable harm. Despite any such action, the Parties will continue to participate in good faith in the dispute resolution procedures described in this section.
- 21.5. Except as otherwise specifically provided for in this Agreement, no claims will be brought for disputes arising from this Agreement more than twelve (12) months from the date the occurrence which gives rise to the dispute is discovered or reasonably should have been discovered with the exercise of due care and attention.

22. COOPERATION ON FRAUD

- 22.1. The Parties shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

23. TAXES

- 23.1. Each Party purchasing Interconnection Arrangements, resale services, network elements, functions, Facilities, products and services under this Agreement shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, municipal fees, transfer, transaction or similar taxes, fees, or surcharges (hereinafter "Tax") imposed on, or with respect to, the Interconnection Arrangements, resale services, network elements, functions, Facilities, products and services under this Agreement provided by or to such Party, except for (a) any Tax on either Party's corporate existence, status, or income, or (b) any corporate franchise Taxes, (c) Taxes which are imposed directly on a Party's gross or retail revenues other than Taxes imposed on the providing Party that arise from the purchasing Party's use of Interconnection Arrangements, resale services, network

elements, functions, Facilities, products and services purchased under this Agreement, or (d) any municipal Tax. Any such Taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit Taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such Taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit Taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

- 23.2. If any taxing authority seeks to collect any Tax that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such Tax, or to avoid the existence of a lien on assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such Tax is due to the imposing tax authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify, and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any Tax, interest and penalties thereon, or other charges or payable expenses (including reasonable attorney's fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such Tax. Each Party shall notify the Party in writing of any assessment, proposed assessment, or other claim for any additional amount of such a Tax by taxing authority; such notice to be provided, if possible, at least twenty (20) days prior to the date by which a response, protest, or other appeal must be filed, but in no event later than ten (10) days after receipt of such assessment, proposed assessment, or claim.
- 23.3. If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such Tax, the Parties shall consult with respect to the imposition and billing of such Tax and with respect to whether to contest the imposition of such Tax. Notwithstanding the foregoing, the providing Party may continue to bill such Tax, unless the purchasing Party provides an opinion of tax counsel stating that it is more likely than not that such Tax is not applicable, and that the purchasing Party's position, would prevail in a contest to the imposition of such Tax.

23.4. In any contest of a Tax by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may be reasonably necessary to pursue the contest.

24. AMENDMENTS AND MODIFICATIONS

24.1. No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

25. SEVERABILITY

25.1. Subject to Section 3 – Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

26. HEADINGS NOT CONTROLLING; JOINT WORK PRODUCT

26.1. The headings and numbering of Sections, Parts and attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms in this Agreement or affect the meaning or interpretation of this Agreement.

26.2. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party as the author or drafter of this Agreement.

27. ENTIRE AGREEMENT

27.1. This Agreement, including all Parts and attachments and subordinate documents attached hereto or referenced in this Agreement, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

28. COUNTERPARTS

28.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original, and such counterparts shall together constitute one and the same instrument.

29. SUCCESSORS AND ASSIGNS

29.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

30. IMPLEMENTATION

30.1. This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

31. INTENTIONALLY LEFT BLANK

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PART C - INTERCONNECTION AND RECIPROCAL COMPENSATION

34. INTERCONNECTION ARRANGEMENTS

- 34.1. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic
- 34.2. Carrier and CenturyLink presently are interconnected at numerous points in LATAs throughout CenturyLink's certificated service area. Each Party has provided the other Party with Interconnection at various reasonable and technically feasible points on its network in each LATA or Tandem Switch serving area. Having reviewed Carrier's network information, the Parties agree that, taken as a whole and on balance considering the time of construction, the current Interconnection Arrangements represent an efficient network solution.
- 34.3. Carrier and CenturyLink shall interconnect their respective networks as follows for the purpose of exchanging Telecommunications traffic under this Agreement:
 - 34.3.1. CenturyLink and Carrier agree to deliver land-to-mobile and mobile-to-land Telecommunications traffic between their respective networks at any one or more technically feasible Points of Interconnection (collectively referred to as "POIs") on CenturyLink's network. The Parties shall each designate their own POIs for the delivery of traffic by the other Party. Unless otherwise mutually agreed to by the Parties, Carrier shall establish at least one physical POI in each LATA that Carrier has an NXX Code or DIDs rated at a CenturyLink Central Office Switch for CenturyLink's delivery of Telecommunications traffic to Carrier, except that Carrier shall not be required to have two or more POIs in order to interconnect to End Office Switches subtending a single Tandem Switch even if the End Office Switches are in different or multiple LATAs. Both Parties agree that greater efficiencies may be gained through the use of two-way trunks. The Parties agree to cooperatively identify the locations and design parameters for possible two-way trunk deployment, although neither Party shall be obligated to use two-way trunks.
 - 34.3.2. For the purposes of this Agreement, and subject to the provisions in this §34.2.2, the Parties agree that Interconnection for the reciprocal transport and termination of Telecommunications traffic may take place at, and the POI for any Interconnection Arrangement shall be at, in the case of Telecommunications Traffic delivered to CenturyLink, at (i) a terminating End Office Switch, (ii) a Tandem Switch, and/or (iii) any other point as specified herein, and, in the case of Telecommunications Traffic delivered to Carrier, in Carrier's sole discretion at (i) a CenturyLink Central Office, (ii) NCMRS Mobile Switching Center, (iii) the collocated or non-collocated premises of an Interexchange carrier where Carrier has leased

facilities for the transport of Telecommunications traffic, including Local Traffic, (iv) the premises of a CLEC where Carrier has leased facilities for the transport of Telecommunications traffic, including Local Traffic (whether or not collocated with CenturyLink), (v) the edge of CenturyLink's service exchange boundary, and/or (vi) for purposes of interconnection to a POI designated pursuant to (iii) or (iv), Carrier may request that CenturyLink deliver the traffic to a collocation space of a designated third party carrier or the CenturyLink end of an IXC channel facilities arrangement and CenturyLink shall deliver such traffic at the DS0 (where available), DS1, DS3, or higher level, as requested by Carrier. CenturyLink represents that where Carrier currently has DS0 Facilities such DS0 Facilities shall be deemed available.

34.3.3. The following types of Interconnection Arrangements may be used for Interconnection between CenturyLink and Carrier:

34.3.3.1. A Type 2A Interconnection is a trunk-side connection to a CenturyLink Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes served by End Offices subtending the Tandem Switch. A Type 2A Interconnection cannot be used to reach local Operator Services, Directory Assistance or 911/E911. A Type 2A interconnection can be used to establish interconnection to an Interexchange Carrier. Type 2A interconnections that access Interexchange Carriers and local services may require separate trunk groups. Separate trunks may also be required for 8YY traffic. This interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.

34.3.3.2. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a CenturyLink End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid CenturyLink NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach EAS points, Operator Services, 911/E911, or to carry 8YY or 900 traffic. This interconnection type typically requires that Carrier establish its own dedicated NXX. In instances where number pooling, 1000 block pooling or less than 1000 block numbering utilization is in effect, less than a full NXX may be provided over this interconnection to the extent that the Parties possess the requisite network architecture to support the interconnection.

- 34.3.3.3. Other Technically Feasible Point. Interconnection shall also be provided at other technically feasible points in CenturyLink's network at the request of Carrier and subject to the negotiation of mutually acceptable provisioning and compensation arrangements. The Parties will attach or incorporate as amendments to this Agreement technical descriptions, and if required, descriptions of associated compensation arrangements, to cover any such additional Interconnection Arrangements.
- 34.3.4. The Parties also agree that they will work together cooperatively to ensure that efficient Interconnection is retained during the term of this Agreement as the Parties modify, enhance or consolidate their networks. Nothing in this Agreement is intended to require the Parties to modify their existing Points of Interconnection or add additional Points of Interconnection. Each Party agrees that it will not impose dedicated transport compensation obligations on the other Party for Interconnection Arrangements that will cause the other Party's network design and resulting Interconnection Arrangements to become less than an efficient network solution. Based on the joint planning and forecasting requirements, the Parties agree that, in order to keep transport costs balanced for the exchange of Telecommunications traffic, routing flexibility must be maintained which will allow the use of less costly shared or common transport within each Party's network to permit the use of the shortest available dedicated Facility between the Parties' networks for traffic exchange.
- 34.3.5. Interconnection to a Carrier location within an MTA will provide CenturyLink with access to Carrier's network within that MTA.
- 34.3.6. The provisions of this Article 34 shall apply to CenturyLink's Interconnection to Carrier's network for the purpose of routing all the types of Telecommunications traffic, including, but not limited to, Local Traffic, Transit Traffic, InterMTA Traffic, and InterLATA Traffic. This provision does not preclude CenturyLink from charging its customers local, toll, or access rates as appropriate. Nothing in this Section is intended to interfere with Carrier's designation of a Rating Point under §34.3.3.
- 34.3.7. Carrier may designate the Interconnection interface it wants to receive from the following combinations where available: Trunk Side terminations at voice grade, DS0, DS1, or higher than DS1 for Type 1 and 2B, and Trunk Side at DS1 or higher for Type 2A.
- 34.4. Establishing a Rate Center.
- 34.4.1. When CenturyLink delivers traffic to or receives traffic from Carrier on a Type 2A basis, Carrier may establish a Rate Center for each NXX that is

located within the serving area of the Tandem Switch to which Carrier interconnects when the chosen Rate Center meets the following criteria:

- 34.4.1.1. it is a CenturyLink Central Office Switch or Remote Switch; and
 - 34.4.1.2. it is served by the same access Tandem Switch.
- 34.4.2. For Type 2A Interconnection, until such time as the assignment of less than whole NPA-NXX codes to each Rate Center is technically feasible and economically reasonable for a Party and that Party implements a program for the assignment of less than whole NPA-NXX Codes, such Party shall assign whole NPA-NXX Codes to each Rate Center.
- 34.4.3. Carrier will also designate a Rating Point and Routing Point for each NPA/NXX code assigned for Carrier's use. Carrier shall designate one location for each Rate Center as the Routing Point for the NPA-NXX Codes assigned for Carrier's use associated with such Rate Center, and such Routing Point shall be within the same LATA as the Rate Center, but not necessarily within the Rate Center area itself. Rate Center areas may be different for each Party, as appropriate. The Routing Point associated with each NPA-NXX Code assigned to Carrier's need not be the same as the corresponding Rating Point, nor must it be located within the corresponding Rate Center area, nor must there be a unique and separate Routing Point corresponding to each unique and separate Rate Center. Notwithstanding the above, the Routing Point may be in a different LATA than the Rating Point in circumstances where a Routing Point is located in the same Tandem Switch serving territory as the Rating Point.
- 34.4.4. Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Parties' choices regarding the size of the local calling area(s) that either Party may establish for mobile-to-land traffic originated by its customers, which local calling areas may be larger than, smaller than, or identical to, the other Party's local calling areas. For land-to-mobile Telecommunication traffic, each Party will respect the Rate Centers and Rating Points for the other Party's NPA-NXX Codes and, to the extent that a call is considered within the local calling area when made to a Rate Center of such Party located at the same Wire Center as the Rate Center established by the other Party for a NPA-NXX, calls to such other Party's NPA-NXX Code shall also be considered within the local calling area.
- 34.4.5. Based on the unique nature of NCMRS traffic and Carrier's current and planned network configuration and services, Carrier agrees that numbers from NPA/NXX blocks will be utilized for marketing its NCMRS

product(s) to customers within the landline local calling scope of the exchange where the NPA/NXX blocks are assigned.

- 34.5. When local routing number local number portability ("LRN/LNP") is implemented at a CenturyLink End Office Switch which subtends a Tandem Switch to which Carrier maintains a direct connection, if Carrier has been assigned telephone numbers out of such End Office, CenturyLink shall cooperate in good faith and assist Carrier upon request in porting such numbers in such fashion that calls to such numbers are routed to Carrier's MSC via the Tandem level interconnection, with the rating of such numbers remaining at the End Office Switch from which the numbers were ported.

35. TERMINATION OF TRAFFIC

- 35.1. Each Party agrees to establish Interconnection Trunk Groups at its own expense from the POI to their designated switching center(s) including, but not limited to, those containing End Office Switches, Tandem Switches, and MSCs, if available and necessary.
- 35.2. In the event that Carrier decides to implement SS7 signaling, the Parties shall negotiate in good faith the terms and conditions for such SS7 signaling.
- 35.3. In the event SS7 facilities are not available from CenturyLink or where Carrier does not decide to implement SS7 signaling, Carrier may, at its option, obtain multi-frequency signaling. If CenturyLink passes automatic number identification ("ANI") to any other CMRS carrier using MF or DTMF signaling, then CenturyLink shall provide such ANI information to Carrier on the most favorable terms and conditions as any other CMRS carrier
- 35.4. Where available and the Parties have deployed SS7 signaling, the Parties will cooperate in the termination of TCAP messages to facilitate full inter-operability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end-users.
- 35.5. As of the Effective Date of this Agreement, the Parties understand that Carrier does not originate traffic that terminates on CenturyLink's network. Should that situation change, the terms contained in this section would apply. Each Party will transport calls originating on its network and Transit Traffic accepted for delivery to the other Party to the respective POI between the Parties' networks. For Transit traffic, it is the separate responsibility of each Party to negotiate Interconnection, traffic transport and termination arrangements, and compensation arrangements, directly with other Telecommunications Carriers with whom they exchange traffic. Each Party will deliver all traffic destined to the other Party regardless of the Telecommunications Carrier originating such traffic; other than delivering such traffic, such Party has no responsibility for traffic originated by another

Telecommunications Carrier and routed via such Party's network to the other Party.

- 35.6. Each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

36. COMPENSATION FOR TRANSPORT, TERMINATION, AND NUMBERING

- 36.1. In consideration of Sections 34.2, 36.2, 36.3 and 36.4 hereof, CenturyLink and Carrier agree to a bill-and-keep reciprocal compensation arrangement for the termination of all Telecommunications traffic exchanged between the Parties hereunder and there shall be no mutual compensation for traffic that originates on the other Party's network. No compensation shall be paid by the other Party for terminating any Telecommunications traffic that originates on or transits the other Party's network, including but not limited to, Local Traffic, InterMTA Traffic, InterLATA Traffic, IntraLATA Toll Traffic, and Transit Traffic. Each Party shall also assume all costs and expenses associated with the provision of Telecommunications traffic delivered by it to the other Party. The Parties acknowledge that as of the Effective Date of this Agreement, Carrier does not deliver traffic to CenturyLink's network. Carrier shall not be responsible for costs or expenses associated with the provision of CenturyLink's own telecommunications traffic.
- 36.2. In consideration of Sections 34.2, 36.1, 36.3 and 36.4 hereof, CenturyLink and Carrier agree to a bill-and-keep compensation arrangement for the transport of all Telecommunications traffic exchanged between the Parties, including but not limited to, Local Traffic, InterMTA Traffic, InterLATA Traffic, IntraLATA Toll Traffic and Transit Traffic, as follows: (a) CenturyLink shall pay for all recurring and non-recurring charges associated with the Interconnection Arrangements within CenturyLink's exchange areas, used to deliver all land-to-mobile traffic to Carrier's designated POI and (b) Carrier agrees to pay (i) for all recurring and non-recurring charges associated with the Interconnection Arrangements used to deliver mobile-to-land traffic to CenturyLink's designated POI and (ii) all charges associated with meet-point Interconnection Arrangements outside CenturyLink's exchange areas used to deliver land-to-mobile traffic. Each Party agrees to pay for their own network from the POI to their respective Central Office Switch.
- 36.3. In consideration of Sections 34.2, 36.1, 36.2 and 36.4 hereof, except as provided in Section 35.2 hereof, CenturyLink and Carrier agree to a bill-and-keep arrangement with respect to any charges associated with numbering, signaling or dialing, associated with the delivery of all Telecommunications traffic to the other Party. In addition, neither Party shall charge the other Party for any number management or dial outpulsing associated with Telecommunications traffic delivered by it to the other Party hereunder.

- 36.4. In consideration of Section 34.2, 36.1, 36.2, and 36.3 hereof, CenturyLink and Carrier agree that Carrier may not deliver to CenturyLink, via the Interconnection Arrangements provided hereunder, mobile-to-land Telecommunications traffic in excess of ten percent (10%) of the land-to-mobile Telecommunications traffic delivered by CenturyLink to Carrier. If the mobile-to-land Telecommunications traffic delivered pursuant to the Interconnection Arrangements provided hereunder exceeds ten percent (10%) of the land-to-mobile Telecommunications traffic, the Parties shall negotiate in good faith modifications to this Agreement to reflect each Parties' respective transport obligations.
- 36.5. If, and only to the extent, CenturyLink and Carrier jointly provide Exchange Access services to IXCs, the Parties agree to conform to MECAB and MECOD guidelines for meet-point billing arrangements, where possible.
- 36.6. No discrete development charges shall be imposed on Carrier or CenturyLink for the establishment of standard meet point billing arrangements.

PART D - NETWORK MAINTENANCE AND MANAGEMENT

37. GENERAL REQUIREMENTS

- 37.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.
- 37.2. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.
- 37.3. CenturyLink will process Carrier maintenance requests at Parity.
- 37.4. In accordance with Part B., Section 2.3 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. If either Party proposes to make any permanent changes in the Interconnection Arrangements provided for in this Agreement, or any attachments, or any permanent change in its operations that would materially affect the other Party's operations or services once the Interconnection Arrangements are installed, the changing Party shall give reasonable advance written notice to the other Party of such changes, advising when such changes will be made. All such changes shall be coordinated with the non-changing Party. Nothing in this Section 38.4 shall affect the Parties' rights and obligations under this Agreement or Applicable Laws. This includes the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, CenturyLink shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement. Subject to the provisions of Part B., Section 2.3 of this Agreement, each Party shall be solely responsible, at its expense, for the overall design of its services and Facilities and for any redesigning or rearrangement of its services and Facilities that may be required because of changes in Interconnection Arrangements, operations or procedures of the other Party, minimum network protection criteria, or operating or maintenance characteristics of the Interconnection Arrangements.
- 37.5. CenturyLink will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. CenturyLink will respond to Carrier customer alarms at Parity.
- 37.6. Both Parties shall work cooperatively to prevent use of any Interconnection Arrangement or service provided under this Agreement in any manner that

interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other Telecommunications Carriers or to either Party's customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing equipment. At the earliest practicable time, each Party will provide the other verbal notice of any such network harm that could effect the other Party, its network, or its customers.

- 37.7. CenturyLink shall provide Carrier with the same local dialing parity available to Telephone Exchange Service providers under the Act.
- 37.8. The Parties will exchange all Local Traffic between their networks using only Interconnection Arrangements provided under this Agreement. Further, the Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG, except when Carrier's MSC serves NPA-NXXs, some of which home on a CenturyLink Tandem Switch, and some of which home on a non-CenturyLink Tandem Switch. In this case all traffic from the CenturyLink Tandem Switch may be delivered over a direct Interconnection Arrangement to the Carrier MSC regardless of dialed NPA-NXX.
- 37.9. Each Party will follow the Industry Carriers Compatibility Forum ("ICCF") Central Office Code Guidelines, or modifications that may be made to those Guidelines by the Network Interconnection/Interoperability Forum ("NI/IF").
- 37.10. Multiple orders that comprise a major project that directly impact the other Party may be submitted at the same time, and then implementation will be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders, or related activities between and among CenturyLink and Carrier work groups, including, but not limited to, the initial establishment of Interconnection Arrangements and service in an area, designated NPA-NXX Code relocations, re-homes, Facility grooming or major network rearrangements.

38. RESTORATION OF SERVICE IN THE EVENT OF OUTAGES

- 38.1. CenturyLink shall perform restoration of network elements and services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end users or identified Carrier end users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between CenturyLink and Carrier in general. Third, should CenturyLink be providing or performing tandem switching functionality for Carrier, third-level

priority restoration should be afforded to any trunk. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

39. SERVICE PROJECTIONS

39.1. CenturyLink and Carrier will provide to each other a non-binding two-year intercompany forecast for traffic utilization over the Interconnection Trunk Groups as mutually agreed. The forecast shall include the following information for each Interconnection Trunk Group.

39.1.1. Common Language Location Identifier (CLLMSG) codes for Tandem and End Office locations;

39.1.2. Two-Six Codes for each trunk group;

39.1.3. Quantity of Interconnection Trunks in service;

39.1.4. Share usage and share overflow information. This information will be derived by taking the highest usage of a twenty (20) Business Day period (generally a four (4) week period, not to include weekends or holidays) from the previous twelve (12) months, or other interval as local conditions warrant and are mutually agreed to by both Parties;

39.1.5. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

40. QUALITY OF SERVICE

40.1. The Parties agree that Interconnection Trunks and Interconnection Trunk Groups provided hereunder shall at all times have a grade of service, availability and quality at Parity with that provided by CenturyLink for its own Exchange Services and Exchange Access Services. Carrier and CenturyLink shall share responsibility for all control office functions for Interconnection Trunks and Interconnection Trunk Groups, and both Parties shall share the overall coordination, installation, and maintenance responsibilities.

40.2. A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.

40.3. Carrier and CenturyLink shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.

40.4. Carrier and CenturyLink shall:

- 40.4.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians;
 - 40.4.2. Notify each other when there is any change affecting service, including the due date;
 - 40.4.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure the Interconnection Trunks/Trunk Groups and Facilities are installed and comply with acceptance test requirements and the service order for such Interconnection Trunks, Trunk Groups and Facilities, meet agreed-upon acceptance test requirements, and are placed in service by the due date;
 - 40.4.4. Perform sectionalization to determine if a trouble is located in its Facilities or Interconnection Trunks prior to referring the trouble to each other;
 - 40.4.5. Provide each other with a trouble reporting number that is readily accessible and available 24 hours/7 days a week and any changes to this contact arrangement must be immediately provided to the other Party;
 - 40.4.6. Carrier shall provide CenturyLink test line numbers and access to test lines, including a test line number that returns Answer Supervision in each of Carrier's Designated NPA-NXXs; and
 - 40.4.7. Notify the other Party and obtain the other Party's consent (except in the case of an emergency that threatens the integrity of the network) prior to removing Interconnection Trunks or Facilities from service.
- 40.5. The Parties will cooperatively plan and implement coordinated repair procedures for the Interconnection Arrangements to ensure trouble reports are resolved in a timely and appropriate manner. Each Party will provide the other Party a 24 hours a day, seven days a week, network contact to whom to report trouble associated with the Parties' Interconnection Arrangements.

PART E – NXX UPDATES

41. GENERAL REQUIREMENTS

- 41.1. It is the responsibility of each Party to program and update its own switches, MSC, and other network systems to recognize and route traffic to the other Party's assigned NXX Codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities or for the switch routing software necessitated by the opening of NPAs or NXX Codes. Notwithstanding anything contained herein to the contrary, neither Party shall charge the other Party for any functionality in its Central Office Switches, or other

telecommunications equipment, required to recognize, switch, route, and deliver Telecommunications traffic to the other Party.

- 41.2. CenturyLink will forward a confirmation to Carrier in response to Carrier's ASR to add Carrier's NPA-NXXs to Interconnection Trunk Groups, when Carrier submits such ASR to CenturyLink. CenturyLink shall add such NPA-NXX Codes at no charge.
- 41.3. Both Parties will provide a contact point regarding the establishment of routing or modification of routing to full NXX Codes
- 41.4. The NCMRS services provided by Carrier are currently excluded by the FCC from number portability requirements. Accordingly, Carrier has no obligation to provide number portability. If at some point, the Carrier's services are subject to number portability requirements, the Parties shall negotiate in good faith the changes necessary in this Agreement to effectuate number portability in accordance with Applicable Laws. If Carrier is then required to port numbers, CenturyLink will not administer the database for those numbers, absent separate agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.


"CenturyLink"

"Carrier"

By:



By:



Name:

Michael R. Hunsucker

Name:

Paul Grandfield

Title:

Director - Contract Management

Title:

EVP, Operations

Date:

3-24-11

Date:

3/4/11