

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition of)	Docket No. UT-130477
THE CENTURYLINK COMPANIES –)	MOTION OF SPRINT NEXTEL
QWEST CORPORATION; CENTURYTEL)	CORPORATION TO COMPEL FULL
OF WASHINGTON; CENTURYTEL OF)	RESPONSES TO DATA REQUESTS
INTERISLAND; CENTURYTEL OF)	
COWICHE; AND UNITED TELEPHONE)	
COMPANY OF THE NORTHWEST)	
To be Regulated Under an Alternative Form of)	
Regulation Pursuant to RCW 80.36.135.)	
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I **A. MOTION TO COMPEL.**

Pursuant to WAC 480-07-405(3) and 480-07-425(1), Sprint Nextel Corporation (“Sprint”) hereby respectfully moves to compel full responses by the Petitioner, The CenturyLink Companies (“CenturyLink”), to data requests (“DRs”) numbers 1, 9-15, 18, 20-22, 24, 26, 27-31, propounded by Sprint in this proceeding. The data requests which are the subject of this motion are attached hereto as Appendix A. In general, these requests seek information relevant to whether CenturyLink’s petition for approval of an alternative form of regulation (“AFOR”) should be granted under RCW 80.36.135(2). Specifically, Sprint’s requests seek information from CenturyLink as to VOIP interconnection and CenturyLink’s VOIP offerings. This information is relevant, or may lead to the production of information that is relevant, to whether CenturyLink’s AFOR would facilitate the broad deployment of technological improvements and preserve or enhance the development of effective competition under RCW 80.36.135(2)(a) and (c).

2 **B. EFFORTS TO RESOLVE DISCOVERY DISPUTES.**

Sprint served its Second Set of Data Requests on May 23, 2013. CenturyLink served its responses to those requests on June 7, 2013, Appendix A. Counsel for Sprint wrote counsel for CenturyLink on June 25, 2013, outlining the deficiencies in the CenturyLink responses. Appendix B. CenturyLink provided its response to that letter on July 5, 2013. Appendix C.¹ Thereafter, counsel for CenturyLink and Sprint conferred telephonically on July 17, 2013, but no resolution of the discovery dispute was achieved.

3 **C. ARGUMENT.**

1. **Background.** Sprint is certificated as a competitive local exchange carrier (“CLEC”) and an interexchange carrier (“IXC”) by the Commission and currently provides local, intraexchange and interexchange telecommunications services in the State of Washington. Sprint’s wireless affiliates are licensed by the Federal Communications Commission (“FCC”) and provide wireless telecommunications services in Washington. In its capacities as CLEC, IXC and wireless carrier, Sprint is a customer of, and competitor to, CenturyLink.

¹ CenturyLink claims that this letter is “in the nature of a proposed settlement of disputed matters and is, therefore, protected by ER408.” It is unclear what CenturyLink means by “protection.” ER408 provides:

In a civil case, evidence of (1) furnishing or offering or promising to furnish, or (2) accepting or offering or promising to accept a valuable consideration in compromising or attempting to compromise a claim which was disputed as to either validity or amount, is not admissible to prove liability for or invalidity of the claim or its amount. Evidence of conduct or statements made in compromise negotiations is likewise not admissible.

Sprint disputes the applicability of ER408 to correspondence sent for the purpose of resolving discovery disputes. ER408 was not intended for this purpose. “ER408 was enacted to protect parties and witnesses from the potentially corrosive effect that settlement evidence may have on a jury.” *Northington v Sivo*, 102 Wn App. 545, 550, 8P.3d 1067 (2000). Evidence of a compromise in a discovery dispute in an administrative proceeding would not prejudice the ALJ or Commissioners with respect to the ultimate ruling in this docket. Indeed, the Commission requires the parties to make “good faith efforts to resolve informally all discovery disputes.” WAC 480-07-425(1). The CenturyLink letter is relevant proof of the parties’ efforts under that rule, and the ALJ should consider it.

4 On April 1, 2013, CenturyLink filed its AFOR Petition, and Sprint was allowed to intervene in this matter. To provide telecommunications services to its customers in Washington, Sprint purchases services from CenturyLink pursuant to interconnection agreements and tariffs. The telecommunications services Sprint offers in Washington also compete with CenturyLink service offerings. Thus, whether the CenturyLink AFOR petition is approved by the Commission as being in “the public interest” will affect Sprint both as a customer and competitor of the companies.

5 2. The Information Sprint Seeks is Relevant to the Commission’s Public Interest Determination. In considering CenturyLink’s AFOR petition, the Commission must consider the six criteria of RCW 80.36.135(2) and the six public policy goals of RCW 80.36.300. Sprint’s data requests relate to whether granting CenturyLink’s AFOR request will:

- (a) Facilitate the broad deployment of technological improvements and advanced telecommunications services to underserved areas or underserved customer classes.
- (c) Preserve or enhance the development of effective competition and protect against the exercise of market power during its development.

RCW 80.36.135(2).

and

- (5) Promote diversity in the supply of telecommunications services and products in telecommunications markets throughout the state.

RCW 80.36.300.

6 Sprint’s DRs request data about CenturyLink’s VoIP-related activity and its refusal

to acknowledge that VoIP interconnection falls within the wholesale obligations of 47 U.S.C. §251(c). These topics are highly relevant to the Commission's AFOR analysis because of the current telecommunications landscape, in which VoIP technology is critical to effective competition, broad deployment of technological improvements and diversity of telecommunications services.

7 The Commission recognized and discussed today's changing telecommunications network in its July 22, 2013 Final Order Approving Settlement Agreements with Conditions and Classifying Services at Competitive in *In the Matter of the Petition of Frontier Communications, Inc.*, Docket UT-121994:

These developments reflect a convergence toward an all-Internet protocol (IP) world in which voice service is increasingly viewed as yet another application that rides atop any broadband connection regardless of the underlying technology. The IP transition has become the underlying foundation for the availability of 21st Century digital service and applications for Washington's residents and businesses. In short, we are in the midst of dramatic changes in the technologies employed by the communications industry, and the rapid evolution of data-driven services has transformed society in profound ways.

Id. ¶42.

8 The *Frontier* decision addressed whether Frontier should be regulated as a competitive telecommunications company pursuant to RCW 80.36.320. In the *Frontier* proceeding, numerous competitive local exchange carriers ("CLECs") reached a settlement with Frontier on numerous issues that relate to the CLEC's ability to offer competing telecommunications services at competitive rates, terms and conditions. The Commission found that it was proper to take wholesale considerations into account when ruling on a request for competitive classification:

The public interest, including maintenance and further development of effective competition in telecommunications markets in Washington,

require that Frontier as an incumbent local exchange company continue to provide access and wholesale services pursuant to reasonable rates, terms and conditions consistent with federal and state regulatory requirements.

Id. ¶66.

9 So, too, in ruling on CenturyLink’s AFOR request, the Commission should consider issues raised by Sprint that impact Washington’s competitive market. Thus, Sprint’s issues do not impermissibly broaden the scope of this proceeding. Rather, they address fundamental matters that impact the Washington competitive market.

10 CenturyLink claims that *it* should decide the scope of this proceeding, which would be very narrow and would exclude consideration of wholesale issues. This contradicts the language of the AFOR statute, RCW 80.36.135, which calls for a broad examination because the ultimate standard for AFOR approval is whether such approval would be in the “public interest.”²

11 CenturyLink also claims that because only the CenturyLink incumbent local exchange carriers (“ILECs”) are the Petitioners, the actions and services of its non-requested affiliates are not relevant. This claim is also incorrect. This commission has said:

As WAC 480-07-400(4) provides, a party may request inadmissible information, including information relating to activities outside the jurisdiction of the Commission, so long as the information is reasonably

² The Commission’s public interest evaluation is necessarily broad and includes the “consideration of ‘the impact on competition at the wholesale and retail level, including whether the transaction might distort or impair the development of competition.’” See, *In the Matter of the Joint Application of Verizon Communications, Inc. and Frontier Communications Corporation For an Order Declining to Assert Jurisdiction Over, or in the Alternative, Approving the Indirect Transfer of Control of Verizon Northwest Inc.*, Docket UT-090842.

calculated to lead to admissible evidence.”³

12 Many of Sprint’s data requests (i.e. Nos. 10-14) at issue seek data about the relationship between the CenturyLink ILEC’s and the non-regulated CenturyLink entities that provide VoIP services and that interconnect with the CenturyLink ILEC’s. This is relevant to understanding the current condition of VoIP services, and their technological capabilities in Washington.

13 CenturyLink, like other major telecommunications providers, appears to have placed the equipment necessary to provide VoIP services and VoIP interconnection within a CenturyLink unregulated affiliate – Qwest Communications Corporation (“QCC”). By doing so, CenturyLink hopes to avoid §251(c) obligations, claiming that its non-regulated affiliate has no such obligation. This is incorrect under *Ass’n. of Commc’ns Enters. v FCC*, 235 F.3d 662, 668 (D.C. Cir.), amended by *Ass’n. of Commc’ns Enters. v FCC*, (D.C. Cir. Jan. 18, 2001) (“ASCENT”). ASCENT was an appeal of an FCC decision that authorized the 1998 merger of Ameritech and SBC. ASCENT, 235 F.3d at 663. There, the FCC approved the merger and permitted the new company to offer advanced services through a separate affiliate, and thereby avoid the resale obligations it would otherwise have under Section 251(c). ASCENT, 235 F.3d at 665. The FCC decided that Section 251(c) obligations applied to ILECs and their successors and assigns, but not to separate affiliates. *Id.* at 665. According to the FCC’s reasoning, any ILEC would be entitled to “set up a similar affiliate and thereby avoid §251(c)’s resale obligations.” *Id.* at 665.

14 The D.C. Circuit reversed the FCC, holding that ILECs’ affiliates are within the

³ See Order 09: Order Granting in Part and Denying in Part Sprint Nextel Corporation’s Motion to Compel Joint Applicants to Respond to Data Requests; *In the Matter of the Joint Application of QWEST COMMUNICATIONS INTERNATIONAL INC. AND CENTURYTEL, INC. for Approval of Indirect Transfer of Control of Qwest Corporation, Qwest Communications Company LLC, and Quest LD Corp.* (Docket UT-100820).

definition of “ILEC” in Section 251(h) and thus, are subject to Section 251(c) obligations. The court analyzed the structure of the Act, including Section 251 and Section 271, and concluded that Congress “specified [in Section 271] when an ILEC may avoid the Act’s burdens by providing telecommunications service through a separate affiliate.” *Id.* at 668. With no such affiliate structure within Section 251(c), “we must assume that Congress did not intend for Section 251(c)’s obligations to be avoided by the use of such an affiliate. *Id.* at 668.

15 Shortly after the *ASCENT* decision, the FCC applied the court’s ruling in a case involving Verizon. *In the Matter of Application of Verizon New York Inc., Verizon Long Distance, Verizon Enter. Solutions, Verizon Global Networks Inc., and Verizon Select Servs. Inc., for Authorization to Provide In-Region, InterLATA Servs. in Connecticut*, 16 FCC Rcd. 14147, Memorandum Opinion & Order (2001). The FCC noted:

In January 2001, the United States Court of Appeals for the District of Columbia Circuit held, in *ASCENT v. FCC*, that data affiliates of incumbent LECs are subject to all obligations of Section 251(c) of the Act.

Id. ¶28. Then the FCC concluded that, pursuant to *ASCENT*, Verizon is required to allow a competitive LEC to resell DSL service (a Section 251(c) obligation) over lines on which the competitive LEC resells Verizon’s service “even though the DSL service is provided exclusively by Verizon’s advanced services affiliate.” *Id.* ¶28. And, in *CAF Order*,⁴ the FCC invoked *ASCENT* to address industry concerns on IP interconnection and ILECs attempting to avoid their Section 251(c) obligations by using affiliates to offer certain services:

⁴ *In the Matter of Connect Am. Fund*, 26 FCC Rcd. 17663, Report & Order & Further Notice of Proposed Rulemaking (2011).

In addition, the record reveals that today, some incumbent LECs are offering IP services through affiliates. Some commenters contend that incumbent LECs are doing so simply in an effort to evade the application of incumbent LEC-specific legal requirements on those facilities and services, and we would be concerned if that were the case. We note that the D.C. Circuit has held that “the Commission may not permit an ILEC to avoid §251(c) obligations as applied to advanced services by setting up a wholly owned affiliate to offer those services.”

CAF Order, ¶1388 (quoting *ASCENT*). Of course, that is exactly what CenturyLink may be doing in Washington, and Sprint’s data requests seek data to determine if that is the case.

16 In sum, CenturyLink’s broad objections to the Sprint data requests at issue here have no merit. They seek information that is within the scope of an AFOR docket, which of necessity must consider the state of telecommunications competition in Washington, which includes consideration of wholesale issues, as the Commission recognized in the *Frontier* proceeding. They also seek information about the CenturyLink affiliate that is responsible for VoIP interconnection and Century’s VoIP product offerings. CenturyLink should be compelled to provide complete answers.

17 **D. SPECIFIC DATA REQUESTS.**

Data Request Nos. 1 and 9: CenturyLink responded to these requests by non-specific reference to comments it filed in two FCC dockets (Nos. 05-25 and 06-125). There are multiple Qwest and CenturyLink comments in these dockets, and some could not be accessed publically at all, as they are designated as confidential. Sprint asked for either a copy of the referenced comments or for more specific information to locate them.

Even though CenturyLink has easy access to the referenced comments, it will not provide them because Sprint did not agree to accept CenturyLink’s proposed “compromise” in Appendix C.

18 **Data Request No. 10:** CenturyLink did not answer this question. The data request asks for information regarding CenturyLink and its affiliates based upon the definition of affiliate in the definitions and instruction to Sprint’s Second Set of Data Requests, which state “unless otherwise stated to call for information specific to the five legal entities that are the petitioners in this docket, the term ‘CenturyLink’ means CenturyLink and its parents, subsidiaries and affiliates or other person acting under its control or on its behalf.”

19 Its initial answer coyly ducks the question, stating “none of the entities that are parties to this docket offers VoIP services.” As discussed above, Sprint is entitled to information about the VoIP activity of CenturyLink’s non-regulated affiliates. Even though CenturyLink answered this question in Appendix C, it refuses to supplement its deficient response because Sprint did not agree to accept CenturyLink’s proposed “compromise.”

20 **Data Request Nos. 11-15:** CenturyLink refused to provide the requested information claiming that it involves unregulated interstate services provided by entities that are not parties to this proceeding. As discussed above, that is not a proper basis for objection, because the services offered by CenturyLink affiliates are part of the competitive environment at issue in this docket. In the response to DR No. 18, CenturyLink states that it currently offers a commercial product for the exchange of IP traffic, so clearly some CenturyLink affiliate offers VoIP and internet protocol and enabled products or services and Sprint is entitled to the requested information. As discussed above, Sprint is entitled to information about the VoIP activity of CenturyLink’s non-regulated affiliate.

21 **Data Requests Nos. 18 and 21:** DR No. 18 calls for a simple response of “yes” or “no”, and a statement of the basis for that position. CenturyLink’s response is confusing

and non-responsive. It appears that CenturyLink does not view Internet Protocol interconnection to be a Section 251(c) obligation, but the basis for that position is obscure at best, and deliberately confusing, at worst. The response references a CenturyLink offering of a “commercial product for the exchange of IP traffic,” with no explanation as to what that product is and why it relates to CenturyLink’s Section 251(c) interconnection obligations.

22 The CenturyLink proposed clarification in Appendix C (which it has withdrawn), is also inadequate because it does not state the basis for CenturyLink’s position.

23 **Data Request Nos. 20 and 22:** CenturyLink’s response objects to producing documents regarding requests from sixteen (16) companies for internet protocol interconnection. There is no basis for refusing to provide these documents under a “confidentiality claim,” because the protective order in this place should address any confidential concerns. Sprint is entitled to documents that evidence requests for internet protocol interconnection with CenturyLink.

24 This answer refers to response to DR No. 22 for template agreements that CenturyLink provides in response to “this type of requests.” These “type of requests” involve internet protocol interconnection requests from carriers. Sprint has reviewed the template agreements produced and these do not appear to be wholesale interconnection agreements but are agreements between some CenturyLink entity and commercial customers, not telecommunications carriers seeking interconnection. Further, these agreements use the generic term “CenturyLink” without specifying what CenturyLink entity or affiliate will be providing these services. In sum, these agreements are not responsive to DR Nos. 20 and 22.

25 **Data Request No. 24:** CenturyLink has provided no response. Sprint is entitled to this information because CenturyLink itself has put its declining revenues, due to declining access lines, at issue in this proceeding and this statement may only be challenged by examining other revenue sources from CenturyLink.

26 **Data Request No. 26:** CenturyLink's response is deficient because it is clear that the respondent ignored the definition of "CenturyLink," which includes affiliates.

27 Even though CenturyLink answered this question in Appendix C, it refuses to supplement its deficient response because Sprint did not agree to accept CenturyLink's proposed "compromise."

28 **Data Request Nos. 27-31:** These data requests seek information that is relevant to Sprint's claim that CenturyLink, through one of its CenturyLink affiliates, routes VoIP traffic over that internet protocol network mentioned in the "templates." For the reasons stated above, this information is relevant to an examination of the competition that exists for telecommunications services in Washington, including voice.

29 **Data Request No. 31:** This CenturyLink response needs to be clarified. It states that the telephone number assigned to CenturyLink VoIP or IP enabled voice service customers are provided by "QC." Does this refer to the legacy "QWEST Corporation?" Does QC provide telephone numbers to QCC for the other legacy service areas served by the other four CLICECs?

30 Even though CenturyLink answered this question in Appendix C, it refuses to supplement its deficient response because Sprint did not agree to accept CenturyLink's proposed "compromise."

31 **E. CONCLUSION.**

CenturyLink does not get to determine what is relevant, or the scope of this proceeding. The Commission is charged with that duty. CenturyLink's AFOR petition seeks five years of regulation as a competitively classified company allegedly necessitated by intense competition in all Washington telecommunications markets.

32 Service offerings based upon VoIP, and VoIP interconnection are an ever growing part of that market. Sprint's data requests seek information about CenturyLink's VoIP and VoIP interconnection. CenturyLink should be required to provide this information and Sprint's motion should be granted.

RESPECTFULLY SUBMITTED this 30th day of July, 2013.

GRAHAM & DUNN PC

s/ Judith A. Endejan

Judith A. Endejan, WSBA # 11016
2801 Alaskan Way ~ Suite 300
Seattle, WA 98121
Tel: (206) 624-8300
Fax: (206) 340-9599
Email: jendejan@grahamdunn.com

s/ Kristin L. Jacobson

Kristin L. Jacobson, CA BAR #207076
201 Mission Street, Suite 1500
San Francisco, CA 94105
Tel: (707) 816-7583
Email: kristin.l.jacobson@sprint.com

CERTIFICATE OF SERVICE

I hereby certify that on July 30, 2013, Sprint Nextel Corporation's **MOTION OF SPRINT NEXTEL CORPORATION TO COMPEL FULL RESPONSES TO DATA REQUESTS** was electronically filed and delivered via overnight mail to:

Steven V. King
Acting Executive Director and Secretary
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive SW
Olympia, WA 98504-7250

I also certify that I served a true and correct copy of the above documents upon the parties of record, by electronic mail as follows:

Jennifer Cameron-Rulkowski Assistant Attorney General 1400 S Evergreen Park Drive SW P.O. Box 40128 Olympia, WA 98504-0128 Tel: (360) 664-1186 Fax: (360) 586-5522 Email: jcameron@utc.wa.gov	Lisa W. Gafken Assistant Attorney General Public Counsel Section Attorney General of Washington 800 Fifth Avenue, Suite 2000 Seattle, WA 98104-3188 Tel: (206) 464-7744 Email: lisa.gafken@atg.wa.gov
Lisa A. Anderl Regulatory Law Department CenturyLink 1600 7 th Avenue, Room 1506 Seattle, WA 98191 Tel: (206) 345-1574 Fax: (206) 343-4040 Email: lisa.anderl@qwest.com	Sally Brown Assistant Attorney General WUTC Attorney General Office P.O. Box 40128 Olympia, WA 98504-0128 Tel: (360) 664-1193 Email: sbrown@utc.wa.gov
Simon Ffitch Public Counsel Section Office of the Attorney General 800 Fifth Avenue, Suite 2000 Seattle, WA 98104-3188 Tel: (206) 464-7744 Email: simonf@atg.wa.gov	Douglas Denney VP Costs and Policy Integra Telecom 1201 NE Lloyd Blvd., Suite 500 Portland, OR 97232 Email: dkdenney@integratelecom.com

<p>Jim R. Burt Director – Policy 6450 Sprint Parkway Overland Park, KD 66251 Email: Jim.r.burt@sprint.com</p>	<p>Kyle J. Smith General Attorney Regulatory Law Office (JALS-RL) U.W. Army Legal Services Agency 9275 Gunston Road, Suite 133 Fort Belvoir, VA 22060 Email: kyle.j.smith124.civ@mail.mil</p>
<p>Stephen S. Melnikoff General Attorney Regulatory Law Office U.S. Army Legal Services Agency 9275 Gunston Road Fort Belvoir, VA 22060-5546 Tel: (703) 696-1643 Fax: (703) 696-2960 Email: stephen.melnikoff@hqda.army.mil</p>	

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 30th day of July, 2013, at Seattle, Washington.



Elizabeth M. Anderson,
Assistant to Judith A. Endejan

EXHIBIT A

CenturyLink
1600 7th Avenue, Room 1508
Seattle, Washington 98191
Phone: (206) 733-5178
Facsimile (206) 343-4040

Maura E. Peterson
Paralegal
Regulatory Law Department

July 24, 2013

Via E-mail & UPS Overnight Mail

Judith A. Endejan
Graham & Dunn PC
2801 Alaskan Way, Suite 300
Seattle, WA 98121-1128

Re: Docket No. UT-130477- CenturyLink Petition for AFOR
CenturyLink's Responses to Sprint's Second Set of Data Requests

Dear Ms. Endejan:

Enclosed please find CenturyLink's Responses to Sprint's Second Set of Data Requests. Electronic copies will be forwarded to all parties on the discovery service list by email; hard copies will be forwarded via UPS overnight mail.

Sincerely,

/s/
Maura E. Peterson

Enclosures
cc: service list

Docket No. UT-130477
CenturyLink Responses to Sprint Data Request Nos. 1-33
June 6, 2013

Data Request No. 1:

Beginning on page 28 of his Direct Testimony, Mr. Felz discusses wireless competition which involves the purchase of special access, utilized by wireless carriers. Does CenturyLink agree that the market for special access and Ethernet service is effectively competitive? Please state the full basis for CenturyLink's agreement or disagreement.

Response:

CenturyLink objects to this question on the basis that it mischaracterizes Mr. Felz's testimony. His testimony discusses wireless competition, but does not discuss "wireless competition which involves the purchase of special access, utilized by wireless carriers" as the question is phrased.

Without waiver of this objection, CenturyLink states that the market for intrastate special access and Ethernet service is effectively competitive. New high-bandwidth consumer and business offerings are dramatically increasing demand for higher and higher capacity carriage. This demand boom is being driven, in significant part, by an explosion in mobile data traffic. As a basis for CenturyLink's position, please see its comments filed in FCC Dockets, including, but not limited to, comments filed in Docket 05-25, *Special Access Rates for Price Cap Local Exchange Carriers*; Docket 06-125 *Qwest Petition for Forbearance Under 47 U.S.C. § 160(c) from Title II and Computer Inquiry Rules with Respect to Broadband Services*.

Respondent: Legal; John Felz

Witness: John Felz

Docket No. UT-130477
CenturyLink Responses to Sprint Data Request Nos. 1-33
June 6, 2013

Data Request No. 2:

Provide all documents that have analyzed or discussed the impact of granting CenturyLink's petition in this docket, on the ability of wireless competitors to effectively compete with CenturyLink?

Response:

CenturyLink objects to this data request to the extent that it calls for "all documents" as overly broad and unduly burdensome.

Without waiver of that objection, to the best of CenturyLink's knowledge there are no documents that specifically address the ability of wireless carriers to compete if CenturyLink's petition is granted. However, it should be noted that wireless carriers have enjoyed a vigorous and sustained growth in market share nationwide, in markets where the incumbent faces all different levels of regulatory oversight. As such, CenturyLink does not believe that the granting of this petition will negatively impact wireless carriers' ability to compete, though it should enhance CenturyLink's ability to compete.

Respondent: Legal; John Felz

Witness: John Felz

Docket No. UT-130477

CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 3:

For each of the past five years, please state the Universal Service revenues each CenturyLink entity has received in Washington.

Response:

CenturyLink objects to this data request on the basis that the information sought has no bearing on whether the CenturyLink companies should be treated as competitively classified. As such, the information sought is not relevant to the issues in this case and is not likely to lead to the discovery of admissible evidence.

Respondent: Legal

Witness: TBD

Docket No. UT-130477

CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 4:

Mr. Reynolds states on page 3 of his testimony that the primary basis for CenturyLink's request for an AFOR is "the unprecedented level of competition CenturyLink faces in virtually all of its markets in the state of Washington." Please identify all markets that CenturyLink analyzed or examined to support this statement and provide all documents that refer or relate to such analysis or examination.

Response:

CenturyLink analyzed the competition in all of its Washington service area as described in the testimony and exhibits of witness John Felz. In addition, please see documents provided in response to Public Counsel Data Request 16.

Respondent: Legal; John Felz

Witness: John Felz

Docket No. UT-130477

CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 5:

Does CenturyLink contend that the State of Washington has a robust competitive market for retail residential communications services at this time? If so, provide the basis for how CenturyLink came to this conclusion including all studies, work papers, analyses, etc..

Response:

CenturyLink objects to this data request to the extent that it calls for “all documents” as overly broad and unduly burdensome.

Without waiver of this objection, the response is “Yes.” Analysis is provided in the testimony and exhibits of Mr. Felz. Supporting documentation is provided in response to Public Counsel Data Request 16.

Respondent: Legal; John Felz

Witness: John Felz

Docket No. UT-130477
CenturyLink Responses to Sprint Data Request Nos. 1-33
June 6, 2013

Data Request No. 6:

Does CenturyLink contend that the State of Washington has a robust competitive market for retail business communications services at this time? If so, provide the basis for how CenturyLink came to this conclusion including all studies, work papers, analyses, etc..

Response:

CenturyLink objects to this data request to the extent that it calls for “all documents” as overly broad and unduly burdensome.

Without waiver of this objection, the response is “Yes.” Analysis is provided in the testimony and exhibits of Mr. Felz. Supporting documentation is provided in response to Public Counsel Data Request 16.

Respondent: Legal; John Felz

Witness: John Felz

Docket No. UT-130477

CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 7:

Does CenturyLink contend that the State of Washington has a robust competitive market for wholesale communications services at this time, e.g., Section 251 interconnection? If so, provide the basis for how CenturyLink came to this conclusion including all studies, work papers, analyses, etc.

Response:

CenturyLink objects to this data request to the extent that it calls for “all documents” as overly broad and unduly burdensome. CenturyLink also objects to this data request on the basis that the existence of a competitive market for Section 251 services is not at issue in this docket.

CenturyLink’s petition explicitly excludes ICAs and Section 251 interconnection services from the request for competitive flexibility. As such the question of competition for those wholesale services is outside the scope of the docket.

Respondent: Legal

Docket No. UT-130477

CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 8:

Does CenturyLink agree that a robust competitive market for retail telecommunications in the State of Washington depends upon the existence of a robust competitive wholesale market? Please state the full basis for CenturyLink's agreement or disagreement.

Response:

CenturyLink does not believe that a robust market for retail telecommunications in Washington necessarily depends on the existence of a "robust competitive wholesale market." If Sprint means by this question whether wholesale services must be available from multiple providers in order for retail competition to exist, then no, that is not the case.

Competitive markets can exist where competitors are facilities-based, and where wholesale services are not available from any underlying provider. For example, cable and wireless companies can and do self-provision their own networks, and may or may not rely on facilities or services of other providers in providing services to their end users. Cable and wireless providers are not generally required to offer wholesale services to other carriers, nor are other non-incumbent LECs.

However, even in light of the disparate obligations on CenturyLink and other carriers, robust competition for retail services exists throughout the state, as demonstrated by the testimony and exhibits of Mr. Felz, and the data provided to date in response to data requests from Staff and Public Counsel.

Respondent: John Felz

Witness: John Felz

Docket No. UT-130477
CenturyLink Responses to Sprint Data Request Nos. 1-33
June 6, 2013

Data Request No. 9:

Mr. Reynolds states that the telecommunications industry has changed since 2007 on page 6 of his testimony. Does CenturyLink agree that one of these changes is an increase in the use of Internet Protocol networks? Please state the full basis for CenturyLink's agreement or disagreement.

Response:

Mr. Reynolds was primarily referring to the increased competition by cable companies and wireless carriers in that section of his testimony. The introduction and early stages of use of Internet Protocol is just one of myriad changes that are contributing to industry transformation. 15 years of competition – from cable, wireless, and CLEC competitors – along with the explosion in use of email, texting, instant messaging, and social media have also significantly contributed to a changed marketplace.

In addition, the advent of 4G wireless service, cloud computing, and online video have resulted in a marketplace in which providers using a host of technologies compete for customers with disparate needs. Again, as a basis for CenturyLink's position, please see its comments filed in FCC Dockets, including, but not limited to Docket 05-25 *Special Access Rates for Price Cap Local Exchange Carriers*; Docket 06-125 *Qwest Petition for Forbearance Under 47 U.S.C. § 160(c) from Title II and Computer Inquiry Rules with Respect to Broadband Services*; Docket 12-353, *AT&T Petition to Launch a Proceeding Concerning the TDM-to-IP Transition*.

Respondent: Mark Reynolds and legal

Witness: TBD

Docket No. UT-130477

CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 10:

Provide the product or service names by customer segment (e.g., residential, small business, large business, etc.) of all VoIP and/or Internet Protocol-enabled voice services offered by CenturyLink, including its affiliates, and state if the identified product or service is sold in packages or bundles with other CenturyLink products or services?

Response:

CenturyLink objects to this data request to the extent that it calls for information regarding unregulated interstate services and is therefore not relevant to the issue of whether the CenturyLink ILEC companies should be treated as competitively classified.

Without waiver of this objection, none of the entities that are parties to this docket offers VoIP services.

Respondent: Legal

Docket No. UT-130477

CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 11:

For each customer segment and VoIP and Internet Protocol-enabled product or service, identified in response to DR No. 10 identify the CenturyLink legal entity that performs the functions of selling to the customer, billing to the customer, installation of the service, maintenance of the service, and customer service. If the legal entity is not a CenturyLink ILEC, identify the relationship of the legal entity to the CenturyLink ILEC.

Response:

CenturyLink objects to this data request to the extent that it calls for information regarding unregulated interstate services provided by entities that are not parties to this proceeding and is therefore not relevant to the issue of whether the CenturyLink ILEC companies should be treated as competitively classified.

Respondent: Legal

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CenturyLink Responses to Sprint Data Request Nos. 1-33

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Data Request No. 12:

For each CenturyLink customer segment (residential, small business, large business, enterprise) state the percentage at the current time that are VoIP or Internet Protocol-enabled?

Response:

CenturyLink objects to this data request to the extent that it calls for information regarding unregulated interstate services provided by entities that are not parties to this proceeding and is therefore not relevant to the issue of whether the CenturyLink ILEC companies should be treated as competitively classified.

Respondent: Legal

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Data Request No. 13:

For each of the past five years, please provide the total demand (e.g., by assigned telephone numbers, access lines or access line equivalents) by customer segment residential, small business, large business, enterprise) for CenturyLink VoIP or Internet Protocol-enabled services in Washington.

Response:

CenturyLink objects to this data request to the extent that it calls for information regarding unregulated interstate services provided by entities that are not parties to this proceeding and is therefore not relevant to the issue of whether the CenturyLink ILEC companies should be treated as competitively classified.

Respondent: Legal

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June 6, 2013

Data Request No. 14:

For each of the past five years, please provide the total revenues by customer segment (e.g., residential, small business, large business, enterprise.) for CenturyLink VoIP or Internet protocol-enabled services in Washington.

Response:

CenturyLink objects to this data request to the extent that it calls for information regarding unregulated interstate services provided by entities that are not parties to this proceeding and is therefore not relevant to the issue of whether the CenturyLink ILEC companies should be treated as competitively classified.

Respondent: Legal

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 15:

Identify by end office CLLI each CenturyLink end office or tandem switch serving residential or business customers in the state of Washington that utilizes packet switching and for each switch state the type of packet switching utilized (e.g., Internet Protocol , ATM, or other), identify the manufacturer and model number of the switch.

Response:

CenturyLink objects to this data request on the basis that the information sought has no bearing on whether the CenturyLink companies should be treated as competitively classified. As such, the information sought is not relevant to the issues in this case and is not likely to lead to the discovery of admissible evidence.

Without waiver of this objection, CenturyLink states that none of the operating companies in this docket use anything other than circuit switching to provide business and residential voice services.

Respondent: Legal

Witness: TBD

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 16:

For each CenturyLink end office or tandem switch identified in Data Request No. 15 provide any related documents that discuss any capability, analysis, plans, or discussions of converting from the current type of packet switching to another type of packet switching, e.g., converting from ATM to Internet protocol.

Response:

CenturyLink objects to this data request on the basis that the information sought has no bearing on whether the CenturyLink companies should be treated as competitively classified. As such, the information sought is not relevant to the issues in this case and is not likely to lead to the discovery of admissible evidence.

See response to 15.

Respondent: Legal

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 17:

State the number of interconnection agreements CenturyLink has with CLEC's in the State of Washington as referenced on page 9 of Mr. Reynolds' testimony. Identify agreements separately for each CenturyLink affiliate.

Response:

See the response to Staff Data Request No. 21.

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CenturyLink Responses to Sprint Data Request Nos. 1-33
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Data Request No. 18:

Does CenturyLink view the provision of Internet Protocol interconnection to be one of its wholesale obligations under Section 251 of the Telecommunications Act, as referenced by Mr. Reynolds on page 8 of his testimony? Please state CenturyLink's full basis for its view.

Response:

CenturyLink objects to this data request as outside the scope of this proceeding. This issue is more appropriately raised in the context of a request for such interconnection, and no such request is pending in this or any other Washington proceeding.

Without waiver of this objection, CenturyLink states that the FCC has not determined what regulatory frame work is appropriate for IP Voice interconnection. While CenturyLink believes that it is important that carriers have the ability to exchange traffic between multiple networks, CenturyLink does not believe that 251(c) interconnection is appropriate for non-jurisdictional internet (voice or otherwise) traffic.

CenturyLink currently offers a commercial product for the exchange of IP traffic. The reason 251(c) interconnection is not appropriate for IP traffic is because it was put in place to open access to the local public switched network for purposes of voice communications. A VoIP provider today can reach an end user customer without access to the underlying broadband connection by providing an over the top service such as Skype. Broadband connectivity into the home can be provided by cable, wireless, satellite, or DSL – in some cases concurrently.

Respondent: Legal/William Easton

Witness: TBD

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CenturyLink Responses to Sprint Data Request Nos. 1-33

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Data Request No. 19:

State the number of requests that CenturyLink has received for each of the past three years for Internet Protocol interconnection and each response CenturyLink provided to each request.

Response:

CenturyLink objects to this data request as being outside of the scope of this proceeding.

Without waiver of objection, CenturyLink has received requests from 16 companies in the past three years. See the response to DR No. 22 for a template agreement that CenturyLink provides in response to this type of request.

Respondent: Legal/William Easton

Witness: TBD

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Data Request No. 20:

Provide all documents that refer or relate to CenturyLink's response to DR No. 19

Response:

CenturyLink objects to this data request as being outside of the scope of this proceeding. CenturyLink further objects to providing any documents that would reveal the names of the requesting companies as that information is confidential to those companies and CenturyLink is not authorized by them to release it.

Without waiver of objection, see the response to DR No. 22 for a template agreement that CenturyLink provides in response to this type of request.

Respondent: Legal/William Easton

Witness: TBD

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 21:

Please state the terms and conditions upon which CenturyLink would provide Internet Protocol interconnection in the state of Washington and state whether the terms are pursuant to Section 251 of the Telecommunications Act.

Response:

Please see the response/objection to Sprint Data Request #18.

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 22:

Provide all agreements, including those with CenturyLink affiliates, that CenturyLink has entered into in any state in which a CenturyLink ILEC operates that contain terms and/or conditions for the exchange, routing, interconnection, etc. of voice traffic using Internet protocol.

Response:

See the objection and response to Data Request No. 18. See attached template agreement that CenturyLink offers.

Respondent: Legal/William Easton

Witness: TBD

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CenturyLink Responses to Sprint Data Request Nos. 1-33
June 6, 2013

Data Request No. 23:

Please provide information regarding each and every intrastate private line circuit that CenturyLink companies sell to Sprint, including A and Z locations, price, and whether the circuit is purchased from a tariff or under a contract:

- a. For CenturyTel of WA.
- b. For CenturyTel of InterIsland.
- c. For CenturyTel of Cowiche.
- d. For United Telephone Company of the Northwest.
- e. For Qwest Corporation d/b/a CenturyLink QC.

Response:

Please see Sprint's response to CenturyLink Data Request #10 in this docket.

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 24:

On page 4 of his Direct Testimony, Mr. Felz states that “CenturyLink has experienced a *significant decline in access line volumes.*” For each the past five years, please provide the total demand for CenturyLink special access services in Washington, as measured by of voice equivalent circuits (or any other detailed demand unit).

- a. For each of the past five years, please provide total special access revenues received by CenturyLink in Washington.

Response:

CenturyLink objects to this data request on the basis that the request is overly broad and unduly burdensome, and that revenues are not relevant to the issues in this docket, and are Highly Confidential.

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CenturyLink Responses to Sprint Data Request Nos. 1-33
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Data Request No. 25:

For each the past five years, please describe each broadband Internet access and video service provided by CenturyLink in Washington.

- a. For each of the past five years, please provide the total demand for each CenturyLink broadband Internet access and video service in Washington .
- b. For each the past five years, please provide the total revenue derived from each CenturyLink broadband Internet access and video service in Washington.

Response:

CenturyLink objects to this data request on the basis that the request is overly broad and unduly burdensome, and that demand and revenues are not relevant to the issues in this docket, and are Highly Confidential.

Without waiver of this objection, CenturyLink states that various current internet service offerings are found on CenturyLink's web site. E.g., www.centurylink.com/home/internet and that CenturyLink does not offer video services in Washington at this time.

- a. See HC response to Public Counsel Data Request #9.
- b. See objection.

Respondent: Legal/Tom Freeberg

Witness: TBD

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 26:

On page 4 of his Direct Testimony, Mr. Felz states that “CenturyLink has experienced a *significant decline in access line volumes.*” Does CenturyLink provide Prism™ service in Washington?

- a. If the answer is yes, for each the past five years, and for the most recent month available, please provide the total demand for CenturyLink™ Prism™ services in Washington.
- b. If the answer is yes, for each the past five years, and for the most recent month available, please provide the total revenues derived from CenturyLink™ Prism™ services in Washington.

Response:

No.

Subparts a. and b. N/A

Respondent: John Felz

Witness: TBD

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CenturyLink Responses to Sprint Data Request Nos. 1-33
June 6, 2013

Data Request No. 27:

For each VoIP or Internet protocol-enabled product or service, describe in full:

- a. All facilities and equipment used to provide these service(s) from the customer premises to the public switched telephone network. Types of equipment includes, but is not limited to routers, servers, media gateways, session border controllers, switches (or switching equivalents, e.g., a softswitch or its equivalent);
- b. The physical location of each piece of equipment by address (if for example, a piece of equipment is typically located in CenturyLink end offices or tandem switch locations it is not necessary to identify all end office and tandem locations, just state that the equipment is located in the end office and/or tandem buildings);
- c. The legal owner of the property upon which or within which the equipment resides;
- d. The ownership of all facilities and equipment used to provide service(s); manufacturer and model number for each piece of equipment;
- e. The format or protocol (TDM or IP) at each point in the network and where the protocol changes from TDM to IP or from IP to TDM.

Response:

CenturyLink objects to this data request to the extent that it calls for information regarding unregulated interstate services. CenturyLink also objects on the basis that the data request is overly broad and unduly burdensome, and that the information sought is not relevant to the issues in this proceeding. For example, the equipment that CenturyLink uses to provision information services, the location of that equipment, the owner of the real estate where the property is located, the make and model of the equipment, and the protocol at each end of the network has nothing to do with whether there is effective competition for tariffed voice services. As such, the question is outside the scope of the docket.

Respondent: Legal

Docket No. UT-130477

CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 28:

Describe in full detail (including detailed network diagrams) how a voice call is routed between a CenturyLink non-VoIP or non-Internet protocol-enabled voice service customer and a CenturyLink VoIP or Internet protocol-enabled customer including,

- a. All facilities and equipment used to provide service(s). Types of equipment includes, but is not limited to routers, servers, media gateways, session boarder controllers, switches (or switching equivalents, e.g., a softswitch or its equivalent);
- b. The ownership of all facilities and equipment used;
- c. The manufacturer and model number for each piece of equipment;
- d. The format or protocol (TDM or IP) at each point in the network and where the protocol changes from TDM to IP or from IP to TDM.

Response:

CenturyLink objects to this data request to the extent that it calls for information regarding unregulated interstate services. CenturyLink also objects on the basis that the data request is overly broad and unduly burdensome, and that the information sought is not relevant to the issues in this proceeding. For example, the network routing and equipment that CenturyLink uses to provision complete a voice call to a VoIP customer, the location of that equipment, the owner of the real estate where the property is located, the make and model of the equipment, and the protocol at each end of the network has nothing to do with whether there is effective competition for tariffed voice services. As such, the question is outside the scope of the docket.

Respondent: Legal

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CenturyLink Responses to Sprint Data Request Nos. 1-33

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Data Request No. 29:

Describe in full detail (including detailed network diagrams) how a voice call is routed between a CenturyLink VoIP or Internet Protocol-enabled voice service customer and a CenturyLink customer located outside the state of Washington including,

- a. All facilities and equipment used to provide service(s). Types of equipment includes, but is not limited to routers, servers, media gateways, session boarder controllers, switches (or switching equivalents, e.g., a softswitch or its equivalent);
- b. The ownership of all facilities and equipment used;
- c. The manufacturer and model number for each piece of equipment;
- d. The format or protocol (TDM or IP) at each point in the network and where the protocol changes from TDM to IP or from IP to TDM.

Response:

CenturyLink objects to this data request to the extent that it calls for information regarding unregulated interstate services. CenturyLink also objects on the basis that the data request is overly broad and unduly burdensome, and that the information sought is not relevant to the issues in this proceeding. For example, the network routing and equipment that CenturyLink uses to provision complete a VoIP call to a non-VoIP customer, the location of that equipment, the owner of the real estate where the property is located, the make and model of the equipment, and the protocol at each end of the network has nothing to do with whether there is effective competition for tariffed voice services. As such, the question is outside the scope of the docket.

Respondent: Legal

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 30:

Describe in full detail (including a network drawing), the call path that is used by a CenturyLink VoIP or Internet Protocol-enabled voice service customer to deliver a call to a Sprint wireless telephone number that is within the same local calling area of the CenturyLink customer including,

- a. All facilities and equipment used to provide service(s). Types of equipment includes, but is not limited to routers, servers, media gateways, session boarder controllers, switches (or switching equivalents, e.g., a softswitch or its equivalent);
- b. The ownership of all facilities and equipment used;
- c. The manufacturer and model number for each piece of equipment;
- d. The format or protocol (TDM or IP) at each point in the network and where the protocol changes from TDM to IP or from IP to TDM.

Response:

CenturyLink objects to this data request to the extent that it calls for information regarding unregulated interstate services. CenturyLink also objects on the basis that the data request is overly broad and unduly burdensome, and that the information sought is not relevant to the issues in this proceeding. For example, the network routing and equipment that CenturyLink uses to provision complete a VoIP call to a Sprint wireless customer, the location of that equipment, the owner of the real estate where the property is located, the make and model of the equipment, and the protocol at each end of the network has nothing to do with whether there is effective competition for tariffed voice services. As such, the question is outside the scope of the docket.

Respondent: Legal

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 31:

Identify the CenturyLink legal entity that acquires the telephone numbers assigned to CenturyLink VoIP or IP-enabled voice service customers.

Response:

CenturyLink objects to this data request on the basis that the information sought has no bearing on whether the CenturyLink companies should be treated as competitively classified. As such, the information sought is not relevant to the issues in this case and is not likely to lead to the discovery of admissible evidence.

Without waiver of this objection, QCC is the legal entity that offers VoIP services and procures numbers for VoIP services. Those numbers are provided by QC.

Respondent: Legal/William Easton

Witness: TBD

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 32:

Identify the locations where CenturyLink or its affiliates exchange their Washington customers' Internet-data traffic.

Response:

CenturyLink objects to this data request on the basis that the information sought (the locations where Internet data traffic is exchanged) has no bearing on whether the CenturyLink companies should be treated as competitively classified. As such, the information sought is not relevant to the issues in this case and is not likely to lead to the discovery of admissible evidence.

Respondent: Legal

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CenturyLink Responses to Sprint Data Request Nos. 1-33

June 6, 2013

Data Request No. 33:

Provide any and all written contracts, agreements, terms and conditions, arrangements or any such documentation between CenturyLink and any of its affiliates regarding services for VoIP or Internet Protocol-enabled voice service.

Response:

CenturyLink objects to this data request on the basis that the request is overly broad and unduly burdensome, and that the information sought is not relevant to the issues in this docket.

Without waiver of this objection, see the response to Sprint Data Request #22 for an example of such an agreement.

Respondent: Legal

Witness: TBD

SERVICE EXHIBIT SIP-T
SIP TRUNK SERVICE & SERVICE LEVEL AGREEMENT
WHOLESALE SERVICES AGREEMENT

Drafter's Note: In order to purchase services under this Exhibit SIP-T, Customer's Agreement must also have Service Exhibits T and IPE.

1. SERVICE DESCRIPTION.

1.1 The SIP Trunk service ("SIP Trunk" or "Service") is governed by the terms and conditions of this exhibit and Service Level Agreement ("Exhibit") and the Agreement. The Service is made available by CenturyLink subject to capacity and availability. Except as set forth in the body and Definitions section of this Exhibit, capitalized terms will have the definitions assigned to them in the Agreement.

1.2 The Service provides the delivery of originating and terminating local voice traffic and, optionally, Long Distance and Remote DID traffic, via a SIP signaling interface enabled between the CenturyLink network and the End User's SIP-enabled CPE. The Service allows Customer or an End User to:

- Originate and terminate local voice traffic, including 911 calls and 8XX Outbound Calls ("Local Calls");
- Originate and terminate On-Net Calls;
- Originate and terminate Off-Net Calls;
- Purchase certain Optional Features; and
- Route 8XX origination calls by using CenturyLink's 8XX Origination Service in conjunction with the SIP Trunk Service.

1.3 Use of any instance of the Service requires a minimum of one Flat Local Session and one TN. Customer must pay a monthly recurring charge for each Flat Local Session, however Local Calls and On-Net Calls are included in the cost of the Flat Local Session. Off-Net Calls transiting a Flat Local Session incur *additional* per-minute usage charges (as detailed in Section 2 below). The local calling service area that applies to a Service location is based on the area code and prefix assigned to the numbers for that location and does not depend on the physical location of the Service. The use of CPN and Dialed Number Identification Service ("DNIS") determine if a call is local or long distance.

1.4 When Customer utilizes a Usage Session by ordering a Usage-Based Trunk Group, Off-Net Calls, Local Calls, and 8XX Origination Service Calls transiting a Usage Session are billed per-minute usage charges (as detailed in Section 2 below). There are no per session MRCs for a Usage Session.

1.5 All voice traffic must be delivered in SIP format over separately purchased Approved Connectivity, and CenturyLink's provision of the Service is dependent upon Customer's purchase of other CenturyLink services that work in conjunction with the Service and are provided pursuant to the terms and conditions of other service exhibits, as further set forth in Section 3.1 below.

1.6 The Service is subject to the SIP Trunk Service Level Agreement ("SLA"). No other services, facilities, or components relating to the SIP Trunk Service are included in the SLA measurement, including without limitation: any CPE; the Customer Environment; and all devices used with the Service, another carrier's IP network, and the PSTN. Any SLA credits provided are Customer's sole and exclusive remedy for all interruptions to, or deficiencies of, the Service.

Optional Features.

1.7 The optional features listed below ("Optional Features") are available for additional charges as set forth in the Rate Exhibit.

(a) Directory Assistance. A flat per-call charge applies to directory assistance calls.

(b) Directory Listings. An additional MRC applies to each basic business white page listing of a telephone number.

(c) Operator Services. Operator Services are only available for calling card or credit card billed calls, and will not support collect calls or third party billing calls. Pricing for Operator Services is in the FCC Operator Services Informational Tariff at: http://www.centurylink.com/tariffs/fcc_qcc_ops_t.pdf.

(d) Remote DID. "Remote DID" is a usage billed feature that provides Customer with a Remote DID TN in any rate center covered by the Service for inbound calling only, requires a Usage-Based Trunk Group, and can only be used on Usage Sessions. A "Remote DID TN" means a TN in a rate center where the Customer may not have a physical presence. These telephone numbers are for inbound use only and do not support outbound calling, including emergency services. CenturyLink does not support directory listings (either white, blue or yellow page) for Remote DID TNs, and Customer may not purchase or otherwise arrange for directory listings for Remote DID TNs with other providers of directory listings. Remote DID TNs do not support outbound calling, including emergency services (911) calls, and Customer is strictly prohibited from using any Remote DIDs in connection with any outbound calls on the CenturyLink network or any other network, or from reconfiguring Service or any Remote DIDs to support such use, either by originating calls via the Remote DID or by using the Remote DID as an identifier for any outbound calls. If Customer fails to comply with the terms of this Section, CenturyLink may (i) immediately suspend or terminate the Remote DID feature (without notice or opportunity to cure), and (ii) CenturyLink will charge Customer an additional \$0.04 per minute of use for all Remote DID service provided to Customer from and after the date of any violation of this Section. Any charges owing by Customer to CenturyLink, its affiliates or third party vendors under this Section will be in addition to any and all other charges that may be due and owing under the Agreement.

**SERVICE EXHIBIT SIP-T
SIP TRUNK SERVICE & SERVICE LEVEL AGREEMENT
WHOLESALE SERVICES AGREEMENT**

(e) SIP REFER. SIP REFER allows Customer to transfer a call using a specific SIP protocol that causes the CenturyLink network to complete the call transfer rather than the CPE. SIP REFER requires a Usage Based Trunk Group, and can only be used on Usage Sessions.

(f) Switch Diversity. Customer may purchase switch diversity with the Service. Switch diversity divides Customer's Sessions between multiple network elements across separate network facilities in the CenturyLink network. Switch diversity does not provide diverse physical access to the Service.

8XX Origination Service.

1.8 The "8XX Origination Service", which may be used in conjunction with SIP-T, originates Customer's toll-free voice traffic in the U.S., Canada, Puerto Rico, and the U.S. Virgin Islands and delivers such traffic to Customer. The 8XX Origination Service can only be delivered to CenturyLink over Usage Sessions, and must be purchased under, and is governed by, the terms and conditions of Service Exhibit WV-TF-OCN1, CenturyLink IP Voice 8XX Origination - OCN Billing Service. CenturyLink is required by the FCC to state that Customer is prohibited from using any Toll Free TN, or other TN advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504.

2. RATES.

2.1 Customer's standard pricing for the Service and optional features is contained in the attached Exhibits SIP-T2 and SIP-T3 (collectively, "the Rate Exhibit"). Service and Optional Feature pricing includes monthly recurring charges ("MRCs"), one-time non-recurring charges ("NRCs"), and per-minute usage charges.

(a) Flat Local Session Rates. MRCs and NRCs for Flat Local Sessions are contained in the Rate Exhibit. Off Net Calls transiting a Flat Local Session will incur the applicable per-minute Long Distance charges at the rates listed in the Rate Exhibit.

(b) Usage Session Rates. Off-Net Calls transiting Usage Sessions will incur applicable per-minute charges at the rates listed in the Rate Exhibit; additional per minute charges may apply to each leg of a conference call. Local Calls transiting Usage Sessions will incur per-minute Intrastate Long Distance charges at the rates listed in the Rate Exhibit. CenturyLink will bill Customer for any third-party or other charges incurred as a result of 911 calls transiting Usage Based Trunk Groups.

2.2 Long Distance per-minute charges are rated according to whether a call is Domestic or International. Domestic and extended-U.S. locations listed in the Rate Exhibit are defined herein collectively as "Domestic." "International" means those countries listed in the International section of the Rate Exhibit.

(a) Domestic Long Distance Rates. CenturyLink will use terminating information in the call stream data, such as called party number ("Termination Information") to determine the terminating Local Access and Transport Area ("LATA") and state. If the originating information (such as Jurisdiction Information Parameter ("JIP"), originating ANI or CPN is available ("Origination Information"), CenturyLink will use that data and the Termination Information to determine the jurisdiction (interstate or intrastate) of any Off-Net Call, and will assign the applicable rate from the Rate Exhibit, which Rate Exhibit may be delivered to Customer separately from, and in a different form than, the Agreement, or the amendment thereto, of which it is a part. Off-Net Call rates in the Rate Exhibit are quoted in full minutes. Domestic Off-Net Calls will be billed in 6 second increments.

(b) International Long Distance Rates. CenturyLink charges for International termination according to the maximum number of digits at the beginning of the dialed number, not including any appropriate dialed prefix (e.g., "011" for international or "1" for NPA), which match exactly the NPA or country codes, plus city/mobile area codes, specified in the Rate Exhibit. Service is subject to the availability of facilities to, and in, the country at issue. The International Service rates in the Rate Exhibit are for full minutes. All International calls, other than calls to Mexico, will be billed a 30-second minimum, and thereafter, in 6 second increments (rounded to the next highest 1/10th of a minute per call). Calls to Mexico will be billed a 60 second minimum, and thereafter, in 60 second increments.

2.3 8XX Origination Service calls will be billed at the rates in the rate exhibit for Exhibit WV-TF-OCN1.

2.4 The Directory Assistance rates in the Rate Exhibit are categorized per Numbering Plan Area ("NPA"), and are charged per call.

2.5 Billing for the Service will begin within five days of the Start of Service Date. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the Location given by the Customer as the PPU, and not on a temporary CenturyLink-Approved 911 Location.

2.6 All rates, rate-classification criteria, thresholds, charges, surcharges, and discounts are subject to change by CenturyLink upon 7 calendar days written notice to Customer, with the exception of (a) MRCs for Services subject to a Service Term; and (b) Remote DID rates, which can be modified upon 60 days notice to Customer. If Customer does not comply with its obligations as set forth in this Exhibit, CenturyLink may, in addition to any and all other remedies that CenturyLink may have under the Agreement, at law or in equity, change any and all rates, rate-classification criteria, thresholds, charges, surcharges, and discounts upon 3 calendar days written notice to Customer.

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SIP TRUNK SERVICE & SERVICE LEVEL AGREEMENT
WHOLESALE SERVICES AGREEMENT**

2.7 In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, CenturyLink may, upon prior written notice when reasonably practicable, modify, change or add to (a) the rates and charges, (b) the Service, and (c) the other terms and conditions contained in this Exhibit, to reflect the impact of, or to effect, such Regulatory Activity.

3. SERVICE CONDITIONS; CUSTOMER RESPONSIBILITIES.

3.1 Customer's utilization of the Service is dependent upon Customer purchasing, separately and in addition to the Service, one or more of the following "CenturyLink IP Solutions Ports" pursuant to: (a) a CenturyLink IP Solutions Private Port, (b) Enhanced Port or (c) Internet Port with Secure IP Gateway (individually and collectively "Approved Connectivity"). The Service may only be used with Approved Connectivity and cannot be used with Dedicated Internet Access/DIA circuits. CenturyLink has no liability for Service deficiencies or interruptions caused by: (i) Customer, its employees, contractors or agents, or (ii) the reconfiguration or mis-configuration of the Approved Connectivity by End Users or any other third parties who use or access the Services or the CenturyLink network via the Service. Approved Connectivity is not governed by the SIP Trunk SLA.

3.2 Customer will not suppress, alter or otherwise manipulate call detail to delete, obscure or change the Origination Information of any traffic delivered to CenturyLink. Customer will not permit End Users to suppress, alter or otherwise manipulate call detail to delete, obscure or change the Origination Information of any traffic delivered to CenturyLink.

3.3 Any Customer Environment must meet certain performance specifications designated by CenturyLink to use the Service. Customer is responsible for ensuring that the Customer Environment is fully prepared for the convergence of voice and data services, and continuing to meet specifications designated by CenturyLink during the Term. Customer is responsible for changes in their own or End Users' data networks, and any resulting impact upon the voice quality and reliability of the Service. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. Customer is responsible for providing all the necessary information to complete the Order Form and all required order documentation. If CenturyLink determines that the Customer Environment does not meet the specifications needed to use the Service, either party may terminate the Service Order.

3.4 The Service does not support collect or third party billing, or remote bridged line appearances ("Remote BLAs"); and may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. Customer and End User shall not enable Remote BLAs on IP devices used with the Service; and Customer will apprise all End Users of additional information regarding potential issues with Remote BLAs as found in the "911 Emergency Service" section of this Service Exhibit.

3.5 The Service can only be used at one of the Locations given by the Customer as the primary place of use for a particular TN, Remote DID or 8XX TN ("PPU") in the 48 contiguous United States. Additionally, Customer may not use, or allow the use of, IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (3.5) below. 911 emergency calls automatically route to the appropriate 911 center based upon the 911 location that is displayed on the CenturyLink Control Center Business portal (<https://controlcenter.centurylink.com>), which may be the 911 location of a customer PPU, or an updated temporary location that CenturyLink has previously approved (the "CenturyLink-Approved 911 Location"). The Service may only be used at a CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (a) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (b) outside of the 48 contiguous United States, they do so at their own risk (*including without limitation, the risk that Customer or End User will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service*).

3.6 Customer or an End User may temporarily use the Service at a location other than the Customer PPU only after Customer obtains CenturyLink's approval either (a) by contacting CenturyLink at 1-877-878-7543 or (b) by submitting a 911 location change request through the CenturyLink Business portal at <https://controlcenter.centurylink.com>. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the CenturyLink Control Center Business portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 4.1 below) at the time the request is accepted via the CenturyLink Control Center Business portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there.

3.7 The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (a) interferes with CenturyLink's ability to provide service to CenturyLink customers; (b) avoids Customer's obligation to pay for communication services; (c) constitutes a criminal offense; (d) gives rise to a civil liability; or (e) otherwise violates any laws Without

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limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

3.8 Customer and its End Users are the only parties authorized to access the Service. Customer is responsible for maintaining the confidentiality of passwords used by Customer and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

3.9 The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (a) power used with the Service; (b) the Approved Connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Approved Connectivity under the terms of that service); (c) the Customer Environment; (d) the Approved Connectivity router; (e) Customer or End User premises routers and switches; (f) the IP enabled devices used with the Service; or (g) Customer's or an End User's SIP signaling interface. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) while maintenance work is being performed. If Customer has requested a temporary change of a 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in subpart (3.5) above, Customer may move, or allow the move of, the IP handset only.

3.10 CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer or End User bandwidth usage and performance of CPE, software, and Service to: (a) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (b) verify AUP compliance and network performance.

3.11 The TNs used with the Service may be new TNs or existing TNs that are currently subscribed to a local exchange carrier for local telecommunications services and ported to CenturyLink for use with the Service ("Ported TNs"). If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. If Customer does not order new TNs from CenturyLink with the Service, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service. CenturyLink will deny a request to port a TN to a location that is not within the rate center where the Service will be used. Other limitations might also apply and can be addressed on an individual basis.

3.12 The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

3.13 Customer agrees that: (a) the header used to support PSTN redirecting services, such as Call Forwarding; (b) the ANI; and (c) the CPN delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement. Alien Phone Numbers can be sent as a caller ID over a Usage Based Trunk Group, but cannot be sent as a caller ID over a Local based trunk group.

3.14 Customer is solely responsible for the routing all traffic, and any resulting differences; for example, any difference in rates between Off-Net Calls routed over Usage Sessions versus Off-Net calls routed over Flat Local Sessions.

3.15 Customer and End-Users will not configure the Services so that local calls, including 911 calls, transit Usage-Based Trunk Groups. 911 calls routed over Usage-Based Trunks may not route to the proper PSAP, which may require CenturyLink routing the 911 call to a default national emergency call routing center, and subject the call to additional charges, which Customer will pay.

3.16 *911 Emergency Service Obligations.*

(a) Customer shall execute a written agreement with each End User to whom Customer sells the Services which includes provisions setting forth the specifications, requirements, limitations, acknowledgements, representations, and other terms required by this Agreement. Customer shall include in its agreements with its End Users the same 911 Emergency Service information found in Section 4 below, prominently displayed and edited as necessary to change party references.

(b) Customer shall obtain and keep a written record of affirmative acknowledgement by every End-User of having received and understood the advisory concerning 911 calls described in Section 4 below. Such records shall be: (i) obtained with respect to each handset activated for use under the Service, (ii) kept for as long as that handset is actively receiving the Service, and (iii) kept for 2 years after termination of Service to the handset. The records shall be promptly made available to CenturyLink, upon request, for review and copying to ensure compliance with federal laws and regulations governing such advisories, and for any other business or legal purpose for which CenturyLink may specify.

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(c) Customer shall distribute to all of its End Users warning stickers or other appropriate labels warning them if E911 service may be limited or not available and instructing the subscriber to place them on and/or near the customer premises equipment used in conjunction with the Service.

(d) Customer shall obtain location information from its End Users, prior to the initiation of Service, the physical, geographic, location at which the Service will first be utilized for each handset. Customer shall require its End Users to contractually agree, in writing, not to move any handset from the physical (geographic) location where such handset was deployed when the Service to such handset was initially established, without first making appropriate arrangements with Customer to properly register the new geographic location of the handset and update applicable 911 databases concerning the new geographic location of such handset.

4. 911 Emergency Service.

POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

4.1 Required Federal Communications Commission ("FCC") Warning. The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using SIP Trunk Service and bundles or packages that include SIP Trunk Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from a mobile device. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (i) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the 48 contiguous United States, or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (ii) if Customer selects a telephone number that is not associated with the geographic area of the installed service (e.g., if Customer chooses a California number for use in a Colorado location); (iii) for initial installation of Service - on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (iv) for use of Service at a temporary location - until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "**911 Update Interval**" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (Important: Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (v) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); (vi) while maintenance work is being performed; or (vii) if Customer's area does not have 911 emergency service. Additionally, CenturyLink does not support Remote BLAs on IP devices used with the Service. If a Remote BLA is enabled, and Customer or an End User make a 911 call from the Remote BLA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA, not to the 911 location in San Francisco.

4.2 End User Notification. Customer will notify all End Users (i) of the limitations on access to 911 emergency service described in this Service Exhibit; and (ii) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with SIP Trunk, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services.

4.3 Additional Information Regarding the Limitations of 911 Services. When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location. The PSAP to which the call is directed will be based on the street address and Calling Party Number for the CenturyLink-Approved 911 Location. The 911 emergency service provided is Enhanced 911 emergency service in that the Calling Party Number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that Calling Party Number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency.

CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

4.4 No Privacy Rights. Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.

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4.5 LIMITATION OF LIABILITY. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

4.6 Acknowledgement of 911 Limitations. *By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.*

PRINT CUSTOMER COMPANY NAME: _____

PRINT CUSTOMER REPRESENTATIVE'S NAME: _____

CUSTOMER REPRESENTATIVE'S INITIALS: _____

5. TERM; TERMINATION.

5.1 The term of each Service or Optional Feature will commence on the date CenturyLink notifies Customer that the Service is provisioned and ready for use (the "Start of Service Date") and continue for 12 months therefrom, unless Customer selects a longer term commitment in the Order Form ("Initial Service Term"). As used in this Exhibit, "Service Term" means the Initial Service Term plus any renewals pursuant to Section 5.2. Nothing herein will preclude either party from terminating the Agreement and the Service for Cause pursuant to the terms and conditions of the Agreement, whether or not the Initial Service Term has expired.

5.2 Upon expiration of its Initial Service Term, a Service will continue on a month-to-month basis until the earlier of: (a) termination of the Service by either party upon not less than 30 calendar days written notice to the other party; (b) expiration or termination of this Exhibit or the Agreement in accordance with its terms; or (c) extension of the Service Term for a specific period of time pursuant to an Order Form.

5.3 If prior to the conclusion of any Service Term (including at any time before the Start of Service Date), Customer terminates any Service for reasons other than for Cause, or CenturyLink cancels any Service for Cause, Customer will also be liable for: (i) the amount of any NRCs discounted or waived; (ii) all installation costs and expenses incurred by CenturyLink to install such Service, if applicable; (iii) 100% of the balance of the Session, TN and Remote DID (if applicable) MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Minimum Service Term, if any; and (iv) 35% of the balance of the Session, TN and Remote DID (if applicable) MRCs beyond the first 12 months that otherwise would have become due for the unexpired portion of the Service Term (collectively the "Termination Liability Charges").

5.4 CenturyLink has no obligation to provide Service to Customer or its end users beyond the expiration of the Term of this Agreement (or the earlier termination of this Agreement in accordance with any applicable provisions herein), notwithstanding the fact that Customer may have agreed to provide related or dependent services to its End Users beyond the date of expiration or termination of this Agreement.

6. AUP. The Service will perform in accordance with the terms and specifications set forth in the CenturyLink IP Voice Services Guide found at <http://www.centurylink.com/wholesale/qwestipvoicesvcgde.pdf> (the "Service Guide") and the Acceptable Use Policy found at <http://www.centurylink.com/Pages/AboutUs/Legal/AcceptableUse/> ("AUP"). The Service Guide and AUP are hereby incorporated by reference in their entirety into this Exhibit. In the event of a conflict between the terms of this Exhibit and the Service Guide, this Exhibit will control. Customer acknowledges and agrees that the Service Guide and the URL at which it is located are expressly subject to Customer's nondisclosure and confidentiality obligations under the Agreement. CenturyLink reserves the right to refuse to accept, suspend or limit any or all of Customer's traffic not complying with the provisions of the Service Guide or the AUP, or that CenturyLink believes is adversely affecting other customers or the CenturyLink network. CenturyLink may reasonably modify the Service Guide or AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the CenturyLink web site.

7. NON-COMPLETED CALLS. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-Completed Call Threshold for any given week in any Billing Cycle, Qwest may: (a) upon 30 calendar days email notice, disconnect any and all circuit(s) providing Service on which the Non-Completed Call Threshold was exceeded; or (b) charge the Non-Completed Call Surcharge for such Billing Cycle. The Non-Completed Call Threshold and the Non-Completed Call Surcharge are defined and quantified in the Rate Exhibit.

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8. PEAK UTILIZATION. Customer must maintain a peak utilization of Trunk Groups used to support usage-based services of 60 percent or higher. "Peak Utilization" means the maximum utilization for a Trunk Group reached at any point during the month. Each month, CenturyLink will calculate the Peak Utilization over Customer's usage-based Trunk Groups. If Peak Utilization is less than 60% for three consecutive months, CenturyLink reserves the right to reduce the number of trunks in the affected usage-based Trunk Group such that the Peak Utilization of the Trunk Group is at least 75%.

9. PAYPHONE COMPENSATION. In the event that Customer delivers to CenturyLink any payphone-originated coinless calls for termination under this Exhibit ("Payphone Calls"), Customer is solely responsible for (a) paying payphone service providers for all such Payphone Calls, and (b) meeting all regulations, orders and other regulatory statements promulgated or issued by the FCC implementing 47 U.S.C. § 276 or interpreting rights thereunder ("Payphone Compensation Rules"). CenturyLink assumes no liability for, and has no obligation with regard to, Customer's compliance, or lack thereof, with the Payphone Compensation Rules.

10. E-MAIL INFORMATION/UPDATES. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service.

11. DEFINITIONS.

8XX Outbound Calls: Calls placed to toll free numbers.

Alien Phone Number: A TN used as Caller ID that is not known to CenturyLink.

ANI or Automatic Number Identification: The telephone number associated with the access line from which a call originates.

Billing Cycle: The month-long period, not necessarily beginning on the first of the month, for which CenturyLink invoices Customer for Service.

Calling Party Number or CPN: The originating party's TN, as displayed on Caller ID (when Caller ID privacy is not restricted).

Customer Environment: Customer's and End User's data network/equipment, SIP signaling interfaces, and premises environments.

End User: Customer's end users or customers.

Flat Local Session: A concurrent call path provided for non-metered usage, per session billed, local calls, 8XX Outbound Calls and On-Net calls.

Local Trunk Group: A Trunk Group consisting of a contracted number of Flat Local Sessions each of which supports a single phone call.

Off-Net Calls: means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls. Off-Net Calls include RDID calls.

On-Net Calls: Calls between the Service and any of the following services that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier's IP network: Managed VoIP, SIP Trunk, Analog VoIP, Digital VoIP, or Integrated Access services.

PSTN: The public switched telephone network.

Session: A single unit of simultaneous call capacity.

SIP: Sessions Initiation Protocol.

Trunk Group: A contracted number of Sessions, each of which supports a single phone call, used for local or usage-based voice services. A Trunk Group communicates SIP signaling and voice conversation paths between CenturyLink and the End User's PBX.

Telephone Number or TN: A traditional 10-digit number (NPA-NXX-XXXX, where NPA is not 8XX) that can receive and place calls.

Usage-Based Trunk Group: A Trunk Group consisting of a contracted number of usage sessions, each of which supports a single phone call.

Usage Session: A call path for metered usage services including inbound toll free or Remote DID service and outbound Long Distance calls.

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SIP-T SERVICE LEVEL AGREEMENT

This Service Level Agreement is effective as of the first day of the second month after initial installation of IP Solutions Service, and is part of Exhibit SIP-T and the Agreement. Unless otherwise defined in this SLA, capitalized terms will have the definitions assigned to them in the Exhibit or the Agreement. The provisions of this SLA, and any credits provided for herein ("Credits"), govern and comprise Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever. CenturyLink may amend this SLA effective upon written notice to Customer.

1. Voice Availability. Voice Availability is based on "Voice Platform Downtime", which exists when a particular Flat Local Session is unable to transmit inbound and/or outbound voice calls. Such failure is recorded in the CenturyLink IP Network trouble ticket system. Voice Platform Downtime is measured from the time a master trouble ticket is opened in the CenturyLink trouble management system to the time the Affected Service is able to transmit inbound and outbound voice calls. In order to qualify for credits, the outage must be deemed a "Major Service Outage", which is defined as a service outage network condition causing major service disruption to the customer base relative to a network segment for which a master trouble ticket is opened, and which impacts more than one customer. This Voice Availability SLA, does not apply to call quality. Subject to the foregoing limitations, each time Voice Availability is less than CenturyLink's 100% availability goal, Customer qualifies for a credit as shown in the table below, prorated from the Session and TN MRC of the Affected Service, up to the maximums indicated in the Remedies section.

Goal	Voice Platform Downtime	Amount of Monthly Billed Credit
100%	10 to 30 minutes	1 day's credit
	31 to 60 minutes	2 days' credit
	61 to 120 minutes	4 days' credit
	121 to 240 minutes	6 days' credit
	Over 241 minutes	10 days' credit

2. Network Availability. Network Availability is based on "Network Downtime", which exists when an individual customer's Flat Local Session is unable to transmit inbound and/or outbound voice calls as a result of a CenturyLink network event. Such failure is recorded in the CenturyLink VoIP Network trouble ticket system. Network Downtime is measured from the time the trouble ticket is opened in the CenturyLink trouble management system to the time the affected Flat Local Session is again able to transmit inbound and/or outbound calls. This SLA does not cover anything on the Customer's or End User's side of the external demarcation point (e.g. Customer's data network, CPE (including CPE purchased, leased or rented from CenturyLink), extended wiring, and inside wiring) or other equipment at the Customer address.

Goal	Remedy
100%	Each cumulative hour of Network Availability less than 100% qualifies Customer for one day's pro-rated charges of Session and TN MRCs for the Affected Service.

3. Remedies. To be eligible for service credits under this SLA, Customer must be in good standing with CenturyLink and current in its obligations. To receive service credits, Customer must contact either their CenturyLink account representative or CenturyLink Billing Inquiries at 1-888-496-7447 to request the credit and open a trouble ticket. Such requests must be made within thirty (30) calendar days from the date when the relevant SLA goal was not met. A credit will be applied only to the Billing Cycle month in which the event giving rise to the credit occurred, "Affected Service" refers to the particular Flat Local Session that fails to meet the Voice Availability or Network Availability goal. The total in the aggregate of all credits issued for one Billing Cycle month will not exceed the equivalent of 100% of the relevant MRCs for the Affected Service. The maximum credits given for a specific outage will not exceed ten (10) days' credit.

4. Service Credit Exceptions. Service credits will not be issued where the SLA is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its End Users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink; (c) Force Majeure Events; (d) scheduled service maintenance, alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) Customer's failure to use Approved Connectivity, and Customer's failure to provide CenturyLink with remote and/or on-site access to CPE upon request, including router logon IDs and passwords; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; or (i) improper or inaccurate network specifications provided by Customer.

5. Maintenance Window Definition. Maintenance will be classified as one of the following two types:

(a) Normal Maintenance. "Normal Maintenance" refers to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible outages. Such effects related to Normal Maintenance will not give rise to service credits under this SLA. Normal Maintenance will be undertaken only between the hours of 11:00 PM and 6:00 AM Local Time. For purposes of this SLA, "Local Time" means the local time in the time zone in which an Affected Service is located.

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(b) Urgent Maintenance. "Urgent Maintenance" refers to efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Service, including possible outages. Such effects related to Urgent Maintenance will entitle Customer to service credits as set forth in this SLA. CenturyLink may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

6. Customer Termination Rights. Customer may terminate the Affected Services without incurring Termination Liability Charges in the event Customer becomes entitled to terminate the Approved Connectivity over which Service is provided. Such termination must be conducted by written notice to the CenturyLink Dublin Service Center, with a courtesy copy to the attention of CenturyLink's General Counsel, and within five business days following the end of the relevant month. Such termination will be effective 45 days after receipt of written notice by CenturyLink.

**SERVICE EXHIBIT IPE
DOMESTIC IP SOLUTIONS SERVICE & SERVICE LEVEL AGREEMENT
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

1. SERVICE DESCRIPTION.

1.1 The Domestic IP Solutions Service ("Service") is governed by the terms and conditions of the Agreement, and this exhibit and Service Level Agreement ("Exhibit"). The Service is made available by CenturyLink subject to capacity and availability. Except as set forth in this Exhibit, capitalized terms will have the definitions assigned to them in the Agreement.

1.2 The Service is a data and Internet Protocol ("IP") solution that allows Customer to purchase: (a) public (dedicated) Internet connectivity, each an Internet Port; (b) connectivity for private communications between Customer's sites, each a Private Port; or (c) connectivity for enhanced communications, which combines public and private communications between Customer's sites with a single interface, each an Enhanced Port. Customer must purchase CenturyLink Local Access Services for the connection between a Customer location and any port ordered by Customer as part of the Service (each, a "Port"). "Local Access Services" are defined in, and subject to the terms and conditions of, Service Exhibit T to the Agreement (the "Local Access Service Exhibit"). Customer must order the Port and the associated Local Access Services together on the same Order Form.

1.3 For Private Ports, and the Private Port functionality of Enhanced Ports (except for Ports with VPLS) the Service also includes the End-to-End Performance Reporting ("E2EPR") feature. E2EPR collects data from Customer's traffic within CUGs that have the E2EPR feature and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. When Customer receives E2EPR for a CUG, Customer receives it for all of its Private Ports, and the Private Port functionality of Enhanced Ports, within that CUG, and Customer agrees to include CenturyLink as a member of each CUG. CenturyLink will provide the reports to Customer in the Control Center portal. The data contained in E2EPR is for informational purposes only and is measured differently than the Reporting goals contained in the IP Solutions Service Level Agreement ("SLA") portion of this Exhibit. E2EPR is not subject to the SLA.

1.4 Upon Customer's written request, CenturyLink will attempt to secure domain names and assign Internet address space for Customer's use during the Service Term. Neither Customer nor any End Users will own or route these addresses. CenturyLink owns all such IP addresses and, upon termination of Service, Customer's access to the IP addresses will cease.

1.5 The Service has three different Port types.

(a) "Internet Ports" provide Customer locations with connectivity to the Internet produced by: (i) a dedicated, high-speed network connection between Customer's premises and CenturyLink's continental United States Internet protocol network ("CenturyLink IP Network"); and (ii) routing services, based upon the Internet Protocol.

(b) "Private Ports" provide wide area network (WAN) connectivity between Customer locations. Customer may allocate traffic to point-to-point Layer 2 virtual private local area network (LAN) service ("VPLS") or Layer 3 multiple protocol label switching ("MPLS") connections. Private Ports may have traffic allocated to a maximum of 5 different point-to-point Layer 2 VPLS instances or Layer 3 MPLS closed user groups ("CUGs"). CenturyLink may permit more than 5 different Layer 2 VPLS connections or Layer 3 MPLS CUGs on an individual case basis and only with the prior written consent of CenturyLink. Private Ports with VPLS are supported on CenturyLink-certified equipment and are limited to CenturyLink-certified Service speeds and encapsulation methods. The following features are not available with Private Ports with VPLS: (i) usage reports; (ii) the Burstable pricing methodology; (iii) the Reporting Goal in the SLA; (iv) End-to-End Performance Reporting; (v) proactive outage notification; and (vi) VPN Extensions.

(c) "Enhanced Ports" provide all of the functionality of both an Internet Port and a Private Port in a consolidated communications solution. Enhanced Ports may have traffic allocated to a maximum of 5 different point-to-point Layer 2 VPLS connections or Layer 3 MPLS CUGs. CenturyLink may permit more than 5 different Layer 2 VPLS connections or Layer 3 MPLS CUGs on an individual case basis and only with the prior written consent of CenturyLink.

The Quality of Service ("QoS") feature provides traffic prioritization functionality. Descriptions of QoS features, provided for Private Ports and the Private Port functionality of Enhanced Ports, are available upon request.

1.6 The Service has three optional features, available for an additional fee, depending on the type of Port selected.

(a) "Secure IP Gateway" or "SIG" is available with Enhanced Ports and adds a network-based firewall feature. Customer is responsible for defining the security policies, firewall rules and Network Address Translation policies that SIG will enforce. If SIG is configured on any Enhanced Port within a Customer CUG, then all Ports within the CUG must be Enhanced Ports with SIG. SIG is provided on a month-to-month basis and either party may cancel this feature upon 30 days' written notice to the other party. CenturyLink makes no warranty, guarantee, or representation, express or implied, that SIG will detect all security threats and vulnerabilities or otherwise render Customer's systems invulnerable to security breaches.

(b) "Priority Access" or "PA" is available with Internet Ports that allows Customer to prioritize IP traffic between Customer's edge router and CenturyLink's provider edge router with one low latency priority queue. When ordering Priority Access for the first time, or when adding Priority Access to an existing DS-1 Port, the following comment must be added to the Order Form or Priority Access will not be provisioned correctly and additional time will be added to standard installation intervals: "*Please add Priority Access to this dedicated Internet access port.*" Improper labeling may result in additional charges to Customer's account. Priority Access is provided during the

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Service Term of the Internet Port to which it is added. If Customer cancels Priority Access before the end of the associated Internet Port's Service Term, Customer must pay a Change Charge.

(c) A "VPN Extension" is available with layer 3 MPLS Private Ports and Enhanced Ports. VPN Extensions are used to extend Customer's Layer 3 MPLS CUGS to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location") by using IPsec over the public Internet. Customer must have IP connectivity that includes a static public IP address to establish a VPN Extension, and Customer Provided CPE. "Customer-Provided CPE" means hardware, software, and other tangible equipment and intangible computer code contained therein that is (a) provided by Customer (including CPE that Customer purchases from CenturyLink under a separate service offering), or (b) any other third party, for use with the VPN Extension Service by Customer. The following features are not available with VPN Extensions: (i) End-to-end Performance Reporting; (ii) QoS for outbound traffic that has left the CUG and is destined to a VPN extension; (iii) VPLS; (iv) Multicast; (v) and the SLA. Two types of VPN Extensions are available: a CenturyLink-Managed VPN Extension or a Customer-Managed VPN Extension.

(x) "CenturyLink-Managed VPN Extension": means CenturyLink has access to and configures the Customer-Provided CPE located at Customer's Remote Location. Before purchasing a CenturyLink-Managed VPN Extension, Customer must also purchase the CenturyLink Integrated Management Service so that CenturyLink has access to manage the IPsec tunnel between the Customer-provided CPE and the CenturyLink IPsec gateway.

(y) "Customer-Managed VPN Extension": means that Customer will manage the Customer-Provided CPE located at Customer's Remote Location and manage the IP Sec tunnel between the Customer-Provided CPE and the CenturyLink IPsec Gateway. Customer's use of CenturyLink technical support in connection with VPN Extensions is limited to CenturyLink facilitating the secure IPsec connection between Customer-provided CPE and the CenturyLink Secure IPsec gateway. CenturyLink will provide Customer with detailed configuration information for CenturyLink approved IPsec-enabled Cisco® routers. Customer is entirely responsible for all router configuration requirements for Customer Managed VPN Extensions. This includes all configuration of access control lists and applicable LAN/WAN interfaces.

1.7 All Customer-Provided CPE must comply with the CenturyLink service configurations. Customer-Provided CPE will be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer will be solely responsible, and CenturyLink will have no responsibility or liability, for the installation, operation, maintenance, use and compatibility of Customer-Provided CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Customer-Supplied CPE interface with the VPN Extension Service and comply with CenturyLink's instructions in connection therewith. CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, WWW servers, and FTP servers, etc.) All communication regarding the CenturyLink VPN Extension service will be between CenturyLink and a Customer-approved site contact that has relevant experience and expertise in Customer's network operations.

2. CUSTOMER RESPONSIBILITIES AND OBLIGATIONS.

2.1 Customer is solely responsible for the following, none of which are included in this Exhibit: (a) any costs associated with customer premise equipment ("CPE"); (b) all charges related to customer provided access (and other Local Access Services, including charges for interconnection, installation, local loops, wiring, and construction); and (c) ordering, installing, and ensuring proper operation of any and all equipment required to enable Customer to receive the Service or any feature hereunder.

2.2 All use of the Service and the CenturyLink IP Network must comply with the CenturyLink Acceptable Use Policy posted at <http://www.centurylink.com/Pages/AboutUs/Legal/AcceptableUse/> ("AUP") and incorporated herein. CenturyLink may immediately suspend, limit or terminate all or any part of the Service, terminate this Exhibit, or do any or all of the foregoing, if Customer or any End User violates the AUP or any applicable law or regulation that exposes (a) CenturyLink to criminal or civil liability or (b) the CenturyLink IP Network or its users to harm, as determined in CenturyLink's reasonable discretion. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the CenturyLink web site.

3. TERM.

3.1 The term of each Service will commence on its Start of Service Date (defined in Section 7.1 below) and continue for 12 months therefrom, unless Customer selects a longer term commitment in the Order Form ("Initial Service Term"). As used in this Exhibit, "Service Term" means the Initial Service Term plus any renewals pursuant to Section 3.2. Nothing herein will preclude either party from terminating the Agreement and the Service for Cause pursuant to the terms and conditions of the Agreement, whether or not the Initial Service Term has expired.

3.2 Upon expiration of the Initial Service Term, the Service will continue on a month-to-month basis until the earlier of: (a) termination of the month-to-month Service by either party upon not less than 30 calendar days written notice to the other party; (b) expiration or termination of this Exhibit or the Agreement in accordance with its terms; or (c) extension of the Service Term for a specific period of time pursuant to an Order Form.

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4. SERVICE RATES; BILLING.

4.1 Service and optional feature pricing includes monthly recurring charges ("MRCs") and one-time non-recurring charges ("NRCs"). CenturyLink will invoice Customer all non-usage based MRCs in advance and all NRCs and other charges in arrears. Billing for a Service will begin on the Start of Service Date. If the Start of Service Date falls on any day other than the first day of the bill cycle date, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRCs covering the period from the Start of Service Date through the last day of the billing cycle; and (b) the MRCs for the following bill cycle.

4.2 Customer may order multiple Ports, with different pricing methodologies.

(a) Flat Rate. Flat Rate pricing bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) Tiered. Tiered pricing caps Customer's bandwidth at the tier specified on the Order Form and bills Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 192 Kbps to 384 Kbps) within the applicable Port classification (e.g., DS1 or DS3), provided that Customer may not change its bandwidth from one Port classification to another (e.g., DS1 to DS3).

(c) Burstable. With Burstable pricing, usage samples are taken every 5 minutes throughout Customer's monthly billing cycle. Only one sample is captured for each 5-minute period, even though there are actually 2 samples taken: 1 for inbound utilization and 1 for outbound utilization. The higher of these 2 figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The result is a database of over 8,000 samples. The top 5% of the samples (representing the top 5% of usage levels) are discarded. The highest remaining sample is used to calculate the usage level. This is the 95th percentile of peak usage. The MRCs for a Burstable Port are calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. Within each Burstable Port classification (e.g., DS1 or DS3), Customer is subject to the minimum usage amount stated in the column heading of the applicable Burstable pricing table ("Burstable Minimum"). Customer will be billed the greater of the Burstable Minimum or the actual charges based upon its 95th percentile of peak usage. Burstable pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLP line encapsulation.

4.3 Customer's standard pricing for the Service and optional features is contained in the attached Exhibit IPE-2 ("Rate Exhibit") and may also be loaded into CenturyLink's Product Pricer quotation tool. Customer may also obtain pricing for a Port via an amendment to the Agreement or a quote form generated and saved by Customer in the Product Pricer quotation tool, or any other such CenturyLink-designated quoting tool or form ("Product Pricer Quote Form"). In addition, from time to time CenturyLink may offer Customer pricing for a Port via a manual Quote Form ("Manual Quote Form"). Product Pricer Quote Forms and Manual Quote Forms are collectively referred to herein as "Quote Forms". Each Quote Form will contain a CenturyLink-generated quote identification number ("Quote ID"). Any Order Form submitted without a Quote ID will be subject to the prices stated in the Rate Exhibit.

4.4 By submitting an Order Form containing a Quote ID, Customer agrees to all terms and conditions contained in the applicable Quote Form, in addition to those in this Exhibit and the Agreement, which become binding when CenturyLink accepts such Order Form. If there is a conflict between the terms of a Quote Form and this Exhibit (including the Rate Exhibit), the Quote Form will control.

4.5 Customer may not submit an Order Form with pricing from a Quote Form after the expiration date stated on the Quote Form (the "Quote Expiration Date"). If no specific Quote Expiration Date is stated on the Quote Form, then the pricing stated in such Quote Form expires 45 calendar days after the Quote Date on such Quote Form.

4.6 In addition to any MRCs and NRCs supplied by a Quote Form, Customer is also responsible for any and all ancillary charges identified in the Rate Exhibit that are applicable to each Service order, such as expedite charges, Change Charges, cancellation charges, and termination liability charges. Such ancillary charges will be applied at CenturyLink's then-current rates in the Rate Exhibit at the time CenturyLink accepts the associated Order Form, change order request or termination request. Ancillary charges for the Service are not captured in saved Product Pricer Quote Forms.

4.7 Any non-standard rates available in Product Pricer are subject to change without notice. CenturyLink may, upon 60 calendar days prior written notice to Customer, modify the Service, the optional features, rates or other charges described in this Exhibit or the Rate Exhibit, which modifications will apply only to Services ordered after the effective date of the modification and to Services beyond their Initial Service Term.

4.8 In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, CenturyLink may, upon prior written notice when reasonably practicable, modify, change or add to (a) the rates and charges, (b) the Service and optional features, and (c) the other terms and conditions contained in this Exhibit, to reflect the impact of, or to effect, such Regulatory Activity.

5. SERVICE ORDERING.

5.1 Customer must submit a complete and accurate Order Form indicating Customer's network requirements to request Service (including optional features). CenturyLink reserves the right to accept or reject each Order Form.

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5.2 Customer may request multiple Ports on the same Order Form. A representative from CenturyLink may conduct a detailed interview with Customer to gather additional technical information. After any such interview has been completed, CenturyLink may send Customer an architectural confirmation document ("ACD") if deemed necessary. Upon receipt of any ACD, Customer must approve or reject the ACD in writing (via email or fax) within 15 calendar days. If approved by Customer, the ACD will automatically become part of the Order Form.

5.3 If CenturyLink accepts the Order Form (including any Customer approved ACD), CenturyLink will notify Customer via email that it has accepted all or a portion of the Order Form. The date on which CenturyLink accepts Customer's Order form is the "Order Acceptance Date" and is solely determined by CenturyLink.

5.4 CenturyLink will provide Customer with a delivery date for installation of the Service ("Customer Commit Due Date"). CenturyLink will use reasonable commercial efforts to deliver each ordered Service on or before the Customer Commit Due Date, but the inability of CenturyLink to deliver the ordered Service by such date will not constitute a default giving rise to Cause under this Exhibit or the Agreement.

5.5 If Customer requests a change to a Service after the Order Acceptance Date, CenturyLink may change the Customer Commit Due Date. Upon CenturyLink's acceptance of Customer's request to change an accepted Order Form, Customer will be charged a change charge ("Change Charge") for each Service in an Order Form for which Customer requests a change.

5.6 Any Customer request for CenturyLink to expedite the delivery of Service before the Customer Commit Due Date will be deemed an Expedited order and Expedite charges will apply. Upon CenturyLink's receipt of an Expedite request from Customer, Customer and CenturyLink will mutually agree to an acceptable new Customer Commit Due Date.

5.7 Customer must pay all Change Charges and Expedite charges stated in the Rate Exhibit, and any related change or expedite charges in the Local Access Service Exhibit, regardless of whether: (a) Customer cancels the Service; or (b) the Service is not delivered on the requested Expedite date.

6. ORDER CANCELLATION.

6.1 Customer may cancel a submitted Order Form before the Start of Service Date by providing CenturyLink with written notice (a "Cancellation"). If Customer cancels an Order Form within 5 business days after the Order Acceptance Date, Customer will not be charged any Cancellation charges for the terminated Order Form.

6.2 If Customer cancels an Order Form more than 5 business days after the Order Acceptance Date, but before the Start of Service Date, Customer must pay the Cancellation charge stated in the Rate Exhibit for each individual Service ordered in the terminated Order Form.

6.3 If CenturyLink terminates an Order Form prior to the Start of Service Date but after the Order Acceptance Date due to Customer's breach of the Agreement, Customer must pay CenturyLink the sum equal to: (a) the Cancellation charge stated in the Rate Exhibit, plus (b) the NRC for the cancelled Port, and (c) 1 month's MRC for the cancelled Port.

6.4 Customer must pay all Cancellation charges stated in the Rate Exhibit, and any related cancellation charges stated in the Local Access Service Exhibit, for each Customer-initiated request to cancel an Expedited Service order, even if the Expedited Order is cancelled less than 5 business days after the Order Acceptance Date.

6.5 If CenturyLink fails to make a Service available for testing on or before the 31st calendar day after the Customer Commit Due Date, and Customer did not contribute to such failure, as determined by CenturyLink, Customer may cancel the order for that Service without liability for Cancellation charges ("Cancellation Right"). The Cancellation Right is Customer's sole and exclusive remedy for CenturyLink's failure to meet the Customer Commit Due Date, and must be exercised via written notice to CenturyLink on or before 30 calendar days after the Customer Commit Due Date or is deemed waived by Customer. Notwithstanding the above, if Customer is not ready to accept the Service for testing for any reason on or before the 31st day after the Customer Commit Due Date, Customer will be deemed to have waived its Cancellation Right with respect to that Service.

6.6 CenturyLink and Customer agree that CenturyLink's damages in the event of Cancellation of an Order Form will be difficult or impossible to determine. CenturyLink and Customer therefore agree that this Section 6 is intended to establish damages in the event of Cancellation and the associated Order Cancellation charges are not intended as a penalty.

7. SERVICE DELIVERY; ACCEPTANCE.

7.1 Initially, CenturyLink will provide Customer notice that the Service is ready for Customer's acceptance by delivering to Customer a service acceptance letter. Customer will be deemed to have accepted the Service on the Start of Service Date. As used herein, the "Start of Service Date" is the earliest to occur of: (a) the date on which Customer first places live traffic on the Service; or (b) 5 calendar days after CenturyLink provides Customer with notice that the Service is ready for Customer's acceptance, unless Customer notifies CenturyLink, in writing before this date, that the Service or any CenturyLink Provided Access associated with the Service is in material non-compliance with applicable performance specifications, if any. Following timely notice by Customer of material non-compliance with applicable performance criteria, CenturyLink will use reasonable efforts to correct any such non-compliance and will

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notify Customer that the Service is ready for acceptance, thereby restarting the process described in this Section 7.1 (except that CenturyLink may notify Customer that the Service is ready for acceptance by means other than a service acceptance letter).

7.2 If CenturyLink Provided Access to any Port is delayed beyond the date upon which CenturyLink provides Customer notice of the Service availability for use or testing, the Start of Service Date will be delayed until the CenturyLink Provided Access Services are available to Customer (at which time billing will begin for the Service).

7.3 In the event Customer utilizes Customer Provided Access (as defined in Service Exhibit T), then unavailability, incompatibility, delay in installation, or other impairment of such Customer Provided Access will not delay the Start of Service Date, regardless of whether or not the Customer Provided Access is functioning or the Port is being used by Customer.

8. CHANGES; UPGRADES.

8.1 "Change" means any Customer-initiated request to modify a pending order after a Customer Commit Due Date has been provided but prior to the Start of Service Date or any Customer-initiated Order Form to modify an existing Service after its Start of Service Date that does not modify the location of the Service but may result in an interruption or impact on the Service in order to complete the requested Change. An example of a Change request is to modify Port features or configurations rather than changing the physical Port. Changes exclude Terminations and any other modifications to Service under this Section 8.

(a) CenturyLink will not accept or approve a request to Change a Service during its Service Term when the Change requires Construction, including Construction on the associated Local Access Services ordered from CenturyLink. Other Changes to a Service are subject to CenturyLink's prior written approval.

(b) CenturyLink will make commercially reasonable efforts to accommodate Customer's Change request. However, acceptance of Customer's Change request may require disconnect and installation orders and may be disruptive to Customer's existing Service connection. In addition, Changes to Service may require changes to the associated Local Access Services, and new pricing based on the nature of the Change request. Customer must pay a Port Change Charge and any additional charges stated in the Rate Exhibit.

8.2 "Upgrade" means a conversion, on or after the Start of Service Date, from one Interface on the Service to a different Interface that provides greater speed to the Service location of the Port (e.g., DS-1 to DS-3) without any change to the Service location. An Upgrade may result in an interruption or impact on the Service in order to complete the requested Upgrade.

(a) Subject to the conditions specified in this Section, Customer may submit a written request to: (i) upgrade a Port to a higher speed within the same pricing methodology (e.g., from a flat rate DS1 to a flat rate DS3 or a 15mbps DS3 to a 30Mbps DS3); or (ii) upgrade a Port type to a higher Port type (e.g., from an Internet Port to a Private Port, or from a Private Port to an Enhanced Port).

(b) Service Upgrades are subject to CenturyLink's prior written approval. An Upgrade will only be permitted if: (i) available capacity for the desired Service ("Upgraded Service") exists at the time of the request, as determined by CenturyLink in its sole discretion; (ii) Customer submits an Order Form to install the Upgraded Service simultaneously with an Order Form to disconnect the original Service that is being upgraded ("Original Service") and each Order Form references the other; and (iii) the Upgraded Service has an Initial Service Term equal to or exceeding the Initial Service Term of the Original Service and has a higher MRC.

(c) CenturyLink will waive the Termination Liability Charge for the Termination of an Original Service and approved Upgrade to an Upgraded Service. Customer must pay all applicable installation NRCs, and MRCs stated in the Rate Exhibit for Upgraded Services.

(d) If Customer requests Termination (defined in Section 9 below) of an Upgraded Service before the end of its Initial Service Term, Customer must pay: (i) the Termination Liability Charge for the remaining unexpired Initial Service Term on the Upgraded Service; and (ii) an amount equal to any NRCs discounted or waived on the Upgraded Service. Any and all satisfied portions of the Initial Service Term for the Original Service will not apply toward the Initial Service Term for the Upgraded Service.

8.3 Customer may not decrease the bandwidth for Service (e.g., decrease from DS-3 to DS-1) during the Service Term of a Service.

8.4 No interruption or adverse impact on the Service that occurs in order to complete Customer's requested Change, Upgrade will be subject to the SLA.

8.5 Customer must pay all applicable early termination charges that may apply for early termination of any interconnection services, Local Access Services, or other related services, for Service Upgrades, whether provided by CenturyLink or ordered by CenturyLink on Customer's behalf. Nothing in this Exhibit relieves Customer from its obligations under Exhibit T with respect to Customer Provided Access termination and the written Disconnect Firm Order Confirmation ("DFOC") notification requirement.

9. SERVICE TERMINATION.

9.1 Customer may cancel a Service after the Start of Service Date and prior to the end of the Service Term (a "Termination") by providing CenturyLink 30 days prior written notice, in a form reasonably requested by CenturyLink. In the event that Customer does so, or in the event that the Service is terminated by CenturyLink after the Start of Service Date due to Customer's breach of the Agreement, Customer must pay the Termination Liability Charge stated in the Rate Exhibit.

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9.2 Upon receipt by CenturyLink of a written request to disconnect an installed Service prior to the end of the applicable Service Term, CenturyLink will send Customer a written Port disconnect order acknowledgement, confirming the request to terminate the Service, the date of Service disconnection and setting forth the Termination Liability Charge, if any, then due and payable. Billing for Service terminated under this Section will cease 30 calendar days from CenturyLink's receipt of Customer's termination notice.

9.3 CenturyLink and Customer agree that CenturyLink's damages in the event of Service Termination will be difficult or impossible to determine. CenturyLink and Customer therefore agree that this Section 9 is intended to establish damages in the event of Termination and the associated termination charges are not intended as a penalty.

10. DISCLAIMER OF WARRANTY. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

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IP SOLUTIONS SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") is effective as of the first day of the second month after initial installation of IP Solutions Service, and is part of Exhibit IPE and the Agreement. Unless otherwise defined in this SLA, capitalized terms will have the definitions assigned to them in the Exhibit or the Agreement. The provisions of this SLA, and any credits provided for herein ("Credits"), govern and comprise Customer's sole and exclusive remedies for Service interruptions or Service deficiencies of any kind whatsoever. CenturyLink may amend this SLA effective upon written notice to Customer.

1. Network and Port Components.

1.1 Components. This SLA applies only to the Service (and the underlying network components of the CenturyLink IP Network used solely for the purpose of providing the Service) and does not apply to any other service level agreement. The CenturyLink IP Network includes routers, switches, fiber and any other facilities that are owned by CenturyLink.

1.2 SLA Regions. The CenturyLink IP Network components by region are as follows:

SLA Regions	CenturyLink IP Network Components:
Intra U.S.	The continental U.S. CenturyLink IP network.
Hawaii (Hawaii to U.S. West Coast)	CenturyLink Trans-Hawaii IP network to the continental U.S. CenturyLink IP network in the Los Angeles Metro Area.
Alaska (Alaska to U.S. Pacific Northwest)	CenturyLink Trans-Alaska IP network to the continental U.S. CenturyLink IP network in the Seattle Metro Area.

2. Network Goals; Port-Related Goals; and Credits.

2.1 The following service level goals ("Goals") apply to Internet Ports, Private Ports, and Enhanced Ports (collectively, "IP Solutions Ports") purchased from CenturyLink pursuant to the Exhibit. If a usage tier applies to the IP Solutions Port, the Goals for such IP Solutions Port only apply to the portion of traffic that is within the contracted usage tier and will not apply to the IP Solutions Port bandwidth usage that exceeds the usage tier. The Goals associated with Latency, Packet Delivery, Jitter, and D/DoS are measured using monthly averages from the CenturyLink IP Network and apply in the listed regions and only after the Start of Service Date. Individual circuit outages of MLPPP (NxDS1) bundles are not subject to the Network Availability or Reporting Goals. "Affected Service" means the IP Solutions Port that fails to meet an applicable Goal. A "Day's Charges", for purposes of calculating Credits, equals the Affected Service MRC+30.

2.2 Network Availability. The availability of the Service ("Network Availability") is measured by "Network Downtime" exists when a particular IP Solutions Port is unable to transmit and receive data, thereby causing the Service to be unavailable. Network Downtime is measured from the time a trouble ticket is opened by CenturyLink in the CenturyLink trouble management system to the time the Affected Service is again able to transmit and receive data. Network Downtime caused by a failure of the CenturyLink Provided Access (as defined in the Local Access Service Exhibit), will count towards the cumulative downtime of an Affected Service. Network Downtime caused by a failure of Customer Provided Access Service (as defined in the Local Access Service Exhibit) does not apply to this SLA and will not count towards the cumulative downtime of an Affected Service.

Region	Goal	Network Availability Credit (Applied to MRC of the Affected Service)
Intra U.S.	100%	Each cumulative hour of Network Downtime qualifies Customer for a Credit of 1 Day's Charges.

2.3 Latency. The average network transit delay ("Latency") will be measured via roundtrip pings on an ongoing basis every 5 minutes to determine a consistent average monthly performance level for Latency at all CenturyLink point of presence locations that represents the provider edge of the CenturyLink IP Network (each a "POP"). Latency is calculated as follows:

$$\Sigma (\text{Roundtrip Delay for POP-POP trunks}) \div \text{Total Number of POP-POP trunks} = \text{Latency}$$

Region	Goal	Latency Credit (as a % of the MRC for the Affected Service)		
Intra U.S.	42 ms	43 – 60 ms = 10%	61 – 80 ms = 25%	Greater than 80 ms = 50%
Hawaii Alaska	75 ms	76 - 95 ms = 10 %	96 - 120 ms = 25%	Greater than 120 ms = 50%

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2.4 **Packet Delivery.** Packet Delivery will be measured every 5 minutes to determine a consistent average monthly performance level for packets actually delivered between the POPs.

Region	Goal	Actual Packet Delivery Credit (as a % of the MRC for the Affected Service)		
Intra U.S. Hawaii Alaska	99.90%	99.01 % - 99.89% = 10%	90% - 99% = 25%	Less than 90% = 50%

2.5 **Jitter.** Jitter is a measurement of the interpacket delay variance and packet loss in the CenturyLink IP network, which is measured by generating synthetic user datagram protocol (UDP) traffic.

Region	Goal	Jitter Credit (as a % of the MRC for the Affected Service)		
Intra U.S.	2 ms	2.1 – 3 ms = 10%	3.1 – 4 ms = 25%	Greater than 4 ms = 50%
Hawaii Alaska	4 ms	4.1 – 5 ms = 10%	5.1 – 6 ms = 25%	Greater than 6 ms = 50%

2.6 **Reporting.** With the exception of Ethernet Local Access, the Reporting Goal is measured from the time a Network Downtime trouble ticket is opened to the time CenturyLink reports the Network Downtime to Customer. The Reporting Goal credit is not available for Ports that use Ethernet Local Access.

Region	Goal	Reporting Credit (applied to MRC of the Affected Service)*
Intra U.S. Hawaii Alaska	10 minutes	Each failure to meet the Goal qualifies Customer for a Credit of 1 Day's Charges, with a maximum of 1 such Credit accrued per day.

2.7 **Installation Goal.** The Installation Goal measures the installation times for the Service, and also covers delays caused by CenturyLink's failure to timely install CenturyLink Provided Access ordered in conjunction with the Service. The Installation Goal only applies if there are existing CenturyLink facilities in the location that supports the Affected Service. Installation is measured from the date CenturyLink Engineering accepts the CenturyLink Provided Access order.

Region	Goal		Installation Credit (applied to MRC of the Affected Service)
Intra U.S.	DS-1	22 business days	Failure to meet the Goal qualifies Customer for a Credit of 1 Day's Charges for each day beyond the applicable Goal until the Service and/or CenturyLink Provided Access is installed. The maximum Credit available is 15 Days Charges.
	DS-3; OC-3; OC-12	33 business days	
Hawaii Alaska	DS-1	22 business days	
	DS-3; OC-3; OC-12	43 business days	

2.8 **Black Hole Filtering.** Once a suspected Distributed Denial of Service ("D/DoS") attack is determined to be valid, and after CenturyLink gets permission from Customer, the Black Hole Filter is applied. The Black Hole Filtering Goal is measured from the time CenturyLink receives permission, and all necessary information, from Customer to implement a null-route, and ends with the actual placement of a null-route on the affected destination IP address. The D/DoS Goal is only applicable to Internet Ports and the Internet Port portion of Enhanced Ports.

Region	Goal	Black Hole Filtering Credit (applied to MRC of the Affected Service)
Intra U.S. Hawaii Alaska	15 minutes	Failure to address a D/DoS attack within the Goal qualifies Customer for 1 Day's Charges, with a maximum of 1 such Credit accrued per day.

3. Maintenance.

3.1 **Network Normal Maintenance.** "Normal Maintenance" means scheduled maintenance, including but not limited to upgrades of hardware or software or upgrades to increase capacity. Normal Maintenance may temporarily degrade the quality of the Service, including possible Network Downtime. "Local Time" means the local time in the time zone in which an Affected Service is located. CenturyLink may

**SERVICE EXHIBIT IPE
DOMESTIC IP SOLUTIONS SERVICE & SERVICE LEVEL AGREEMENT
WHOLESALE/ ENHANCED SERVICES AGREEMENT**

change the maintenance window times upon posting to the website or other notice to Customer. CenturyLink will endeavor to undertake Normal Maintenance during the hours and upon the prior notice time period stated below.

Region	Normal Maintenance Hours	Prior Notice
Intra U.S. Hawaii Alaska	Monday through Saturday mornings between the hours of 12:00 AM and 6:00 AM Local Time	10 business days

3.2 Network Urgent Maintenance. "Urgent Maintenance" means efforts to correct network conditions that are likely to cause a material Service outage and that require immediate action. Urgent Maintenance may degrade the quality of the Services, including possible Network Downtime. CenturyLink may undertake Urgent Maintenance at any time deemed necessary and will provide notice of Urgent Maintenance to Customer as soon as is commercially practicable under the circumstances.

4. General.

4.1 Requests for Credits. To receive any Credits under this SLA, Customer must: (a) enter a trouble ticket at the time the Affected Service failed to meet one or more Goals by contacting the National Network Service ("NNS") 1-866-874-6790 (or by such other means as may be specified by CenturyLink from time to time); (b) be current in its payment obligations under the Agreement; and (c) provide CenturyLink with a written request for Credits hereunder and submit all necessary supporting documentation within 5 business days of the conclusion of the month in which the Goal failure occurred. Customer must submit such written requests via CenturyLink's Online Dispute Management tool or via email to Wholesale.billing@centurylink.com. Information regarding the Online Dispute Management tool can be found on the wholesale website located at <http://www.centurylink.com/wholesale/systems/odm.html>. If Customer is unable to submit the dispute via either the Online Dispute Management Tool or email, Customer should e-fax to 1-303-383-8134. The written request must include: (a) Customer's name; (b) the circuit identification number for the Affected Service; (c) the trouble ticket number issued by NNS; and (d) the duration of the Goal failure. If Customer fails to comply with the conditions set forth in this Section 4.1, Customer will have waived its right to any credits for that month.

4.2 Application of Credits; Limits. The Credits will apply to the MRCs of the Affected Service after application of all discounts and do not apply to MRCs of other services, including but not limited to Frame Relay service, ATM service or CenturyLink Provided Access. The maximum Credits issued in any 1 month will not exceed: (a) 7 Days' Charges of the Affected Service with respect to Network Availability, Reporting, CenturyLink Provided Access Installation, and D/DoS; or (b) 50% of the MRCs of the Affected Service with respect to the other Goals. In no event will the total Credits, in the aggregate for all Credits issued in 1 month, exceed the equivalent of 50% of the relevant MRCs for the Affected Service. Cumulative Credits in any 1 month must exceed \$25.00 to be processed. If Customer fails to notify CenturyLink in the manner set forth above with respect to the applicable Credits, Customer will have waived its right to any Credits for that month.

4.3 Credit Exceptions. Credits will not be issued where any Goal is not met as a result of: (a) the acts or omissions of Customer, its employees, contractors or agents or its end users; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by CenturyLink; (c) Force Majeure Events, as defined in customer's service agreement; (d) Normal Maintenance, Urgent Maintenance, or Service alteration or implementation; (e) the unavailability of required Customer personnel, including as a result of failure to provide CenturyLink with accurate, current contact information; (f) CenturyLink's lack of access to the Customer premises where reasonably required to restore the Service; (g) Customer's failure to release the Service for testing or repair and continuing to use the Service on an impaired basis; (h) CenturyLink's termination of Service for Cause or Customer's use of Service in an unauthorized or unlawful manner; or (i) improper or inaccurate network specifications provided by Customer.

EXHIBIT B

JUDITH A. ENDEJAN
206.340.9694
jendejan@grahamdunn.com

June 25, 2013

lisa.anderl@centurylink.com
Lisa A. Anderl
Associate General Counsel
Regulatory Law Department
CenturyLink
1600 7th Avenue, Room 1506
Seattle, WA 98191

Re: CenturyLink Responses to Sprint Data Requests

Dear Lisa:

I am writing to make a good-faith effort to resolve informally any discovery disputes that we have regarding the responses that your client provided to Sprint's Second Set of Data Requests. Your clients are the CenturyLink ILEC Companies – Qwest Corporation, CenturyTel of Washington, CenturyTel of InterIsland, CenturyTel of Cowiche and United Telephone Company of the Northwest, collectively "CLILECs." This letter will outline the deficiencies in the CLILEC responses. We hope that the CLILECs will provide the requested information so that we will not have to file a motion to compel with the Commission. As a preliminary matter, let me lay the basis for the relevancy of the data requests ("DRs") that I will discuss because many of your objections erroneously claim the DRs seek irrelevant information.

The CLILECs claim that they need retail deregulation in order to compete with new competitors. Some of those competitors are other telecommunications providers that purchase wholesale services from the CLILECs, like Sprint. Your witness, Mr. Phelps, stated on page 3 of his testimony "some of these competitors offer services to customers via the purchase of wholesale services from CenturyLink, including unbundled network elements, CenturyLink Local Service Platform ("CLSP"), Special Access, and the resale of CenturyLink's retail services....."

The CLILECs have placed at issue in this proceeding the state of telecommunications competition in Washington. What is relevant is whether sufficient competition exists to warrant the competitive classification or broader deregulation of the five CLILECs owned by CenturyLink, Inc. Your responses to the DRs discussed herein fail to provide information relevant to the current competitive telecommunications environment. First, the responses ignore the fact that the CLILECs' actions impact the CLEC's, such as Sprint, that must purchase

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wholesale services from the CLILECs to interconnect. At this point in time, VoIP interconnection is critical to a competitor's ability to compete. Therefore the CLILECs refusal to recognize this form of interconnection as a section 251(c) wholesale obligation impairs the CLEC's competitive abilities, while it provides a competitive advantage to CenturyLink affiliates. The CLILECs have called into question the entire competitive environment they face in Washington and thus they have made impairment to one category of competitors a relevant issue. VoIP interconnection is not a narrow technical issue to be resolved through private commercial agreements, but is a policy issue; namely, whether the Commission will order the CLILECs to recognize VoIP interconnection as a section 251(c) wholesale obligation.

Related to VoIP interconnection is the issue of how the non-ILEC CenturyLink companies provide competitive VoIP products in Washington. Attached hereto as Exhibit A is an exhibit from docket UT-100820, the CenturyLink/Qwest merger proceeding. It outlines the post-merger organized structure of all of the companies. (I do not know if this is current). It identifies numerous companies under the umbrella of CenturyLink, Inc. The responses of the CLILECs to the DRs at issue in this letter do not address these non-regulated CenturyLink companies listed on Exhibit A. The relationship between these companies is relevant to this proceeding. For instance, the revenues from VoIP products offered by the non-regulated CenturyLink companies may offset some of the competitive losses discussed in the CLILEC testimony.¹ Second, the CLILECs may be providing interconnection to these affiliates on a more favorable basis than to non-CLILECs such as Sprint, or providing other services to their affiliates (i.e., telephone numbers) on such terms and conditions to give them a competitive edge.

The CLILECs ask that all affiliated interest reporting be waived in this proceeding. Before that should happen the Commission should receive information about the interrelationship between the CLILECs and their non-regulated affiliates. Non-affiliates such as Sprint need to purchase services from CLILECs and Sprint contends that it should be able to do so on an equal footing with the non-regulated CenturyLink affiliates.

If Sprint was forced to file a motion to compel complete answers to the deficient DRs discussed herein, we think the Commission would agree with Sprint as to the relevancy of the requests.

¹ CenturyLink, Inc., may be providing these services through unregulated affiliates to avoid regulation.

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SPECIFIC DEFICIENCIES

Data Request Nos. 1 and 9:

The CLILEC's responded to DR Nos. 1 and 9 by broad reference to CenturyLink's comments filed in FCC dockets. You do not describe with specificity the comments referenced and we need that information that will allow us to locate the comments from the FCC site, or we ask that you provide copies of the comments that you have referenced. In reviewing some of these dockets (i.e., Docket 01-525) the CenturyLink comments were designated as confidential and could not be retrieved from the FCC website. In the other dockets referenced there were a myriad of references to Qwest and/or CenturyLink comments and it is impossible to identify what specific comments the DRs refer to.

Data Request No. 10:

The CLILEC's did not answer this question. The data request asks for information regarding CenturyLink and its affiliates based upon the definition of affiliate in the definitions and instructions to Sprint's Second Set of Data Requests. There, on page 1, you were advised "unless otherwise stated to call for information specific to the five legal entities that are the petitioners in this docket, the term "CenturyLink" means CenturyLink and its parents, subsidiaries and affiliates or other person acting under its control or on its behalf." Please answer the question by following this definition.

Data Request Nos. 11-15:

The CLILEC refused to provide the requested information claiming that these involve unregulated interstate services provided by entities that are not parties to this proceeding. That is not a proper basis for objection because the services offered by the CLILEC affiliates are part of the competitive environment discussed above. In the response to DR No. 18, you state that CenturyLink currently offers a commercial product for the exchange of IP traffic, so, clearly some CenturyLink affiliate offers VoIP and internet protocol and enabled products or services and we are entitled to the requested information.

Data Request No. 18:

The CLILEC did not answer the question, which calls for a "yes" or "no" answer. The answer states, "The reason 251(c) interconnection is not appropriate for IP traffic is because it was put in place to open access to the local public which network for purposes of voice communications." Does this sentence mean that CenturyLink does **not** view the provision of internet protocol

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interconnection to be one of its whole sale obligations under 251 of the Telecommunications Act?

The response also states that "CenturyLink currently offers a commercial product for the exchange of IP traffic." What is this commercial product and which entity offers it? In sum the response provided by the CLILECs is confusing and non-responsive. Please clarify.

Data Request No. 20:

The CLILEC's response objects to producing documents regarding requests from sixteen (16) companies for internet protocol interconnection. There is no basis for refusing to provide these documents under a "confidentiality claim" because the protective order in this place should address any confidential concerns. If necessary, produce the information with the names of the companies redacted. Sprint is entitled to documents that evidence requests for internet protocol interconnection with CenturyLink.

This answer refers to response DR No. 22 for template agreements that CenturyLink provides in response to "this type of requests." These "type of requests" involve internet protocol interconnection requests from carriers. We have reviewed the template agreements produced and these do not appear to be wholesale interconnection agreements but are agreements between some CenturyLink entity and commercial customers, not telecommunications carriers seeking interconnection. Further, these agreements use the generic term "CenturyLink" without specifying what CenturyLink entity or affiliate that will be providing these services. In sum, these agreements are not responsive to DR No. 20.

Data Request No. 21:

See deficiencies with respect to the CLILECs' response to DR No. 18.

Data Request No. 22:

The CLILEC response is non responsive. This data request specifically requests agreements between CenturyLink affiliates and a CenturyLink ILEC that involve the interconnection of networks for voice traffic using internet protocol. The template agreements provided by The CLILECs do not involve interconnection between carriers and do not appear to involve interconnection between a CenturyLink ILEC and a CenturyLink affiliate. These agreements do reveal that some CenturyLink entity owns and operates a "continental United States internet protocol network. This network must have to connect with the CLILECs and Sprint is entitled to the agreements for the exchange of that traffic.

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Data Request No. 24:

CLILEC response provides no response. Sprint is entitled to this information because CenturyLink itself has put its declining revenues at issue in this proceeding and this statement may only be challenged by examining other revenue sources from CenturyLink.

Data Request No. 26:

The CLILEC response is deficient because it is clear that the respondent ignored the definition of "CenturyLink" which includes affiliates.

Data Request Nos. 27 through 31:

These data requests seek information that is relevant to Sprint's claim that CenturyLink, – through one of its CenturyLink affiliates, routes VoIP traffic over that internet protocol network mentioned in the "templates." For the reasons expressed above, this information is relevant to an examination of the competition that exists for telecommunications services in Washington including voice.

Data Request No. 31:

This response needs to be clarified. It states that the telephone numbers assigned to CenturyLink VOIP or IP enabled voice service customers are provided by "QC." Does this refer to the legacy "QWEST Corporation?" Does QC provide telephone numbers to QCC for the other legacy service areas served by the other four CLILECs?

I will be happy to talk to you about each of these requests and Sprint's concerns at your earliest opportunity.

Very truly yours,

GRAHAM & DUNN PC



Judith A. Endejan

JAE/dtd

WASHINGTON
Organizational Structure Diagrams
Post - Merger

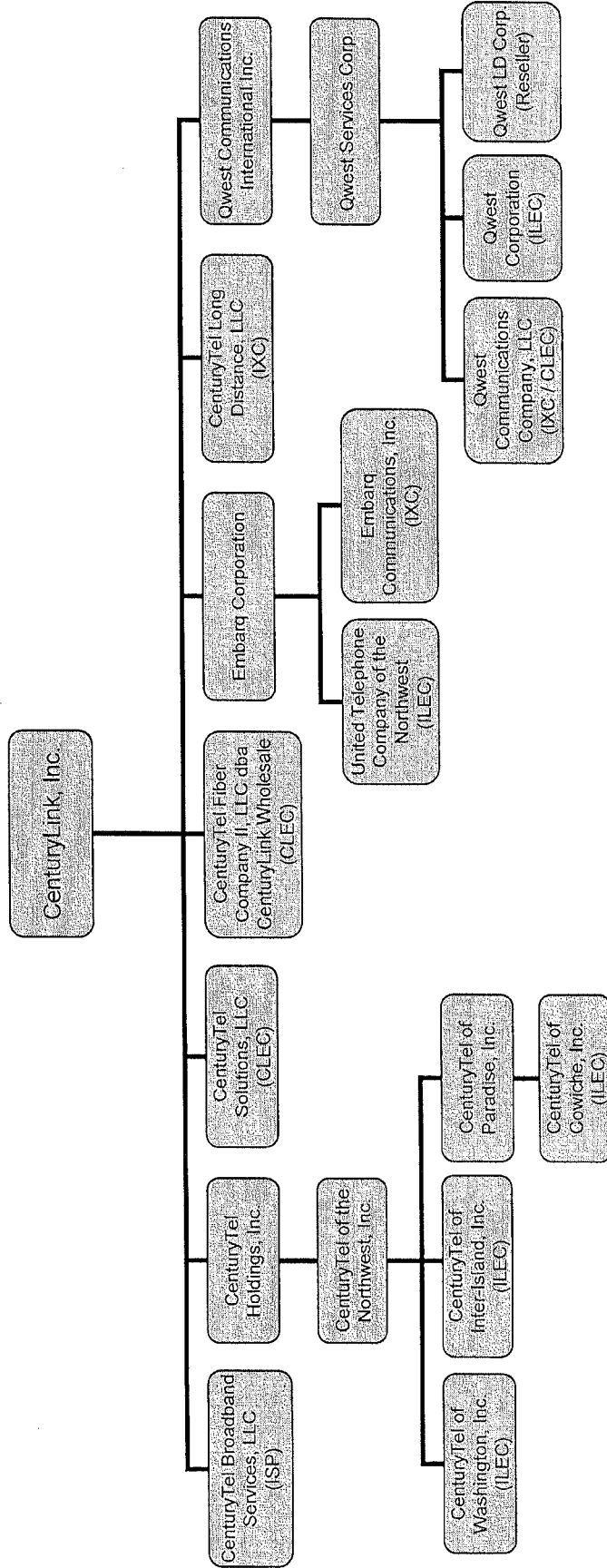


EXHIBIT C

CENTURYLINK
1600 7th Avenue, Room 1506
Seattle, Washington 98191
(206) 345-1574
Facsimile (206) 343-4040

Lisa A. Anderl
Senior Associate General Counsel
Regulatory Law



RECEIVED

Via Email & Regular Mail

JUL 9 2013

July 5, 2013

GRAHAM & DUNN

Judith A. Endejan
Graham & Dunn PC
2801 Alaskan Way Ste 300
Seattle, WA 98121-1128

Re: CenturyLink Responses to Sprint Data Requests

Dear Judy:

I am writing in response to your letter regarding informal resolution of the discovery disputes that Sprint has regarding CenturyLink's responses Sprint's Second Set of Data Requests. I am happy to try to work with you to resolve these issues. Please note that the discussion herein is in the nature of a proposed settlement of disputed matters and is therefore protected by ER 408. If Sprint is willing to accept the compromises proposed, the disputes will be resolved. However, if Sprint will continue with a motion to compel on certain of the data requests, CenturyLink's offer of compromise is withdrawn, CenturyLink will stand on its objections, and no further responses will be provided.

You claim that the information sought in the Sprint data requests is relevant to this proceeding because CenturyLink has "placed at issue in this proceeding the state of telecommunications competition in Washington. What is relevant is whether sufficient competition exists to warrant the competitive classification or broader deregulation of the five CLILECs owned by CenturyLink, Inc." We tend to agree with this assessment, and note that Sprint's data requests in general do not address the state of competition, but rather seek to obtain competitive information from CenturyLink about unregulated products and services it offers. Sprint ignores the vast array of evidence already produced by CenturyLink showing robust competition, and CenturyLink's loss of market share to unaffiliated providers.

You claim that our responses fail to provide information relevant to the current competitive telecommunications environment, yet the data requests do not actually ask about that. Sprint's requests are a not-so-thinly-veiled attempt to push its policy position that VoIP interconnection is a Section 251(c) service. Of course only ILECs, not CLECs or other service providers, have

www.centurylink.com

Judith A. Endejan
July 5, 2013
Page 2

Section 251(c) obligations. CenturyLink disagrees with Sprint's position on VoIP interconnection, and believes strongly that this issue is far outside the scope of this docket.

At this point in time, Sprint has no request pending for VoIP interconnection, and CenturyLink has stated clearly in discovery responses that its ILEC networks in Washington continue to use circuit-switched, as opposed to Internet Protocol technology.

Thus, your claim that "at this time, VoIP interconnection is critical to a competitor's ability to compete" is somewhat puzzling, since the carriers who are obligated to offer Section 251(c) interconnection in Washington are not using VoIP technology. In addition, your claim that CenturyLink's "refusal to recognize this form of interconnection as a section 251(c) wholesale obligation impairs the CLEC's competitive abilities, while it provides a competitive advantage to CenturyLink affiliates" is entirely without basis.

We believe that we have already provided much more responsive information than would reasonably be expected, given that your requests are outside the scope of an AFOR docket, and request information from non-parties to the docket.

You go on to state that "VoIP interconnection is not a narrow technical issue to be resolved through private commercial agreements, but is a policy issue; namely, whether the Commission will order [CenturyLink] to recognize VoIP interconnection as a section 251(c) wholesale obligation." We agree that it is a broad-based policy issue – one that has never been addressed by the Washington Commission and one that is the subject of several open proceedings and inquiries at the federal level. Further, the FCC has not expanded section 251(c) to include IP interconnection. This only highlights how Sprint's intervention is an attempt to impermissibly broaden the scope of this proceeding.

Next, Sprint complains that the responses to the data requests at issue do not address the non-regulated CenturyLink companies. In this case, your data requests defined "CenturyLink" to include the ILECs, as well as any and all other affiliates, subsidiaries, etc. However, these entities are not parties to this case and are not subject to discovery. Sprint's creation of an overly broad definition does not obligate the ILECs to respond with information for other entities.

You claim that "the revenues from VoIP products offered by the non-regulated CenturyLink companies may offset some of the competitive losses discussed in the [CenturyLink ILEC] testimony", and go on to gratuitously note that CenturyLink may be providing these services through unregulated affiliates to avoid regulation. CenturyLink responds that VoIP is not a regulated service and that the revenues from VoIP, which are not earned by the ILEC, are irrelevant.

You also state that the CenturyLink ILECs "may be providing interconnection to these affiliates on a more favorable basis than to . . . Sprint, or providing other services to their affiliates (i.e., telephone numbers) on such terms and conditions to give them a competitive edge." CenturyLink absolutely denies any such allegation. Section 251(c) interconnection agreements

between the CenturyLink ILECs and any other carrier are filed with the Commission pursuant to the Telecom Act. There is nothing in this docket that affects the obligation to file those agreements or Sprint's ability to review them. This is true whether the agreement is with a CenturyLink affiliate or not, and the waiver of the affiliated interest reporting requirements does not impact the Telecom Act obligations for filing interconnection agreements.

If Sprint were to file a motion to compel additional responses to the data requests at issue, we believe that the Commission would deny that motion, with the possible exception of one or two of the minor clarifications sought – for example, data requests #26 and #31 could be clarified as discussed below.

We are happy to litigate these issues, given how flagrantly Sprint has attempted to broaden the proceeding for its own private gain.

SPECIFIC DATA REQUESTS

Data Request Nos. 1 and 9:

Sprint: The CLILEC's responded to DR Nos. 1 and 9 by broad reference to CenturyLink's comments filed in FCC dockets. You do not describe with specificity the comments referenced and we need that information that will allow us to locate the comments from the FCC site, or we ask that you provide copies of the comments that you have referenced. In reviewing some of these dockets (i.e., Docket 01-525) the CenturyLink comments were designated as confidential and could not be retrieved from the FCC website. In the other dockets referenced there were a myriad of references to Qwest and/or CenturyLink comments and it is impossible to identify what specific comments the DRs refer to.

Response: We did not cite Docket 01-525, which does not exist. We are willing to provide a copy of our most recent comments in 05-25 and in docket 06-125. The confidential information to which you refer is market share data, which we will not release. However, narrative portions of the comments should be available on the FCC's website. This data request asked CenturyLink to agree to a relatively general and broad concept – i.e., whether the market for special access and Ethernet is effectively competitive. We agreed. I suppose we could have objected to providing the "full basis" for that agreement as unduly burdensome, since that could presumably run into thousands of pages. We can supplement our response to include that objection, but believe that we have fairly answered the question. We could add that the legacy Qwest special access services have been competitively classified in Washington for many years as an additional basis to support our general agreement that the market for these services is effectively competitive.

Data Request No. 10:

Sprint: The CLILEC's did not answer this question. The data request asks for information regarding CenturyLink and its affiliates based upon the definition of affiliate in the definitions and instructions to Sprint's Second Set of Data Requests. There, on page 1, you were advised "unless otherwise stated to call for information specific to the five legal entities that are the petitioners in this docket, the term "CenturyLink" means CenturyLink and its parents, subsidiaries and affiliates or other person acting under its control or on its behalf." Please answer the question by following this definition.

Response: As noted above, the mere inclusion by Sprint of an overly broad definition of "CenturyLink" does not obligate us to honor that definition, nor does it automatically make the information relevant. Without waiver of CenturyLink's previously stated objection, and to resolve the disputes on the data requests, CenturyLink would be willing to supplement the response to state that "only Qwest Communications Corporation offers a VoIP product in Washington."

Data Request Nos. 11-15:

Sprint: The CLILEC refused to provide the requested information claiming that these involve unregulated interstate services provided by entities that are not parties to this proceeding. That is not a proper basis for objection because the services offered by the CLILEC affiliates are part of the competitive environment discussed above. In the response to DR No. 18, you state that CenturyLink currently offers a commercial product for the exchange of IP traffic, so, clearly some CenturyLink affiliate offers VoIP and internet protocol and enabled products or services and we are entitled to the requested information.

Response: We disagree with your analysis on these data requests. The simple fact is that we have placed a great deal of information on the record showing loss of market share to unaffiliated providers. No one reasonably disputes that information. Without waiver of CenturyLink's previously stated objection, and to resolve the disputes on the data requests, CenturyLink would be willing to supplement the responses as follows:

#11 "Qwest Communications Corporation ("QCC") is the legal entity that sells to the customer"

#12 "QCC customers are XX% business customers, XX% residential, for the local VoIP offering" (numbers to be provided confidentially)

#13 and #14 – no supplement

#15 QCC utilizes packet routers to provide VoIP in Washington. The equipment is located [XXX]

Data Request No. 18:

Sprint: The CLILEC did not answer the question, which calls for a “yes” or “no” answer. The answer states, “The reason 251(c) interconnection is not appropriate for IP traffic is because it was put in place to open access to the local public which network for purposes of voice communications.” Does this sentence mean that CenturyLink does **not** view the provision of internet protocol interconnection to be one of its whole sale obligations under 251 of the Telecommunications Act?

The response also states that “CenturyLink currently offers a commercial product for the exchange of IP traffic.” What is this commercial product and which entity offers it? In sum the response provided by the CLILECs is confusing and non-responsive. Please clarify.

Response: CenturyLink clarification: No, VoIP interconnection is not a Section 251(c) service. The highlighted portion of your request is not a part of the original data request but is addressed below.

Data Request No. 20:

States: The CLILEC’s response objects to producing documents regarding requests from sixteen (16) companies for internet protocol interconnection. There is no basis for refusing to provide these documents under a “confidentiality claim” because the protective order in this place should address any confidential concerns. If necessary, produce the information with the names of the companies redacted. Sprint is entitled to documents that evidence requests for internet protocol interconnection with CenturyLink.

This answer refers to response DR No. 22 for template agreements that CenturyLink provides in response to “this type of requests.” These “type of requests” involve internet protocol interconnection requests from carriers. We have reviewed the template agreements produced and these do not appear to be wholesale interconnection agreements but are agreements between some CenturyLink entity and commercial customers, not telecommunications carriers seeking interconnection. Further, these agreements use the generic term “CenturyLink” without specifying what CenturyLink entity or affiliate that will be providing these services. In sum, these agreements are not responsive to DR No. 20.

Response: CenturyLink fundamentally disagrees that Sprint is “entitled” to this information, as VoIP interconnection is not an issue in this docket and, further, is offered by an entity that is not a petitioner or party in this case. Requests for interconnection, or any other services, by other service providers or carriers, is information that is confidential to those companies – the existence of a protective order does not authorize or require CenturyLink to release this type of information. Without waiver of CenturyLink’s previously stated objection, and to resolve the disputes on the data requests, CenturyLink would be willing to supplement the responses as follows:

Many of the requests were simply inquiries via telephone and because the inquiring companies took no further action, no documents exist. Other requests were made via e-mail. CenturyLink's response to these requests has been the provision of the template agreements provided in response to data request 22. These agreements are commercial agreements, offered by Qwest Communications Company ("QCC").

Data Request No. 21:

Sprint: See deficiencies with respect to the CLILECs' response to DR No. 18.

Response: See our response to 18 and 20. Internet Protocol interconnection is not a Section 251(c) service.

Data Request No. 22:

Sprint: The CLILEC response is non responsive. This data request specifically requests agreements between CenturyLink affiliates and a CenturyLink ILEC that involve the interconnection of networks for voice traffic using internet protocol. The template agreements provided by The CLILECs do not involve interconnection between carriers and do not appear to involve interconnection between a CenturyLink ILEC and a CenturyLink affiliate. These agreements do reveal that some CenturyLink entity owns and operates a "continental United States internet protocol network. This network must have to connect with the CLILECs and Sprint is entitled to the agreements for the exchange of that traffic.

Response: There are no such agreements in Washington. Qwest Communications Company exchanges traffic with all ILECs in the same manner as other CLECs do today – which is to say, the IP traffic is converted to TDM before delivery of that traffic to the ILEC. The CenturyLink ILEC VoIP amendment, which is part of the Interconnection Agreements, allows for IP traffic that has been converted to TDM, to be placed over Local Interconnection Service (LIS) trunks for termination to the ILEC TDM customers.

Data Request No. 24:

Sprint: CLILEC response provides no response. Sprint is entitled to this information because CenturyLink itself has put its declining revenues at issue in this proceeding and this statement may only be challenged by examining other revenue sources from CenturyLink.

Response: CenturyLink is not willing to supplement this response. CenturyLink's testimony talks about *declining access line counts*, which is amply supported in material already provided. We are not relying on declining revenues per se as a basis for this petition and there is no reason for Sprint to see highly confidential *segmented* market share revenues.

Data Request No. 26:

Sprint: The CLILEC response is deficient because it is clear that the respondent ignored the definition of "CenturyLink" which includes affiliates.

Response: I am unclear why you say that we ignored the definition in this response. It is true that we do not accept the definition as a correct or legitimate way to scope the discovery, but in response to this question we have accurately responded that CenturyLink does not provide Prism in Washington, through any entity.

Data Request Nos. 27 through 31:

Sprint: These data requests seek information that is relevant to Sprint's claim that CenturyLink, – through one of its CenturyLink affiliates, routes VoIP traffic over that internet protocol network mentioned in the "templates." For the reasons expressed above, this information is relevant to an examination of the competition that exists for telecommunications services in Washington including voice.

Response: This request may be relevant to Sprint's claim. However, this is not a complaint case, and Sprint has not asserted any cognizable claims in this proceeding. Sprint has not explained how the types and location of equipment used to provide interstate information services, or the call path between a VoIP customer and a non-VoIP customer, has any bearing on the competition for local services faced by CenturyLink from third parties, which is amply documented in the record.

Data Request No. 31:

Sprint: This response needs to be clarified. It states that the telephone numbers assigned to CenturyLink VOIP or IP enabled voice service customers are provided by "QC." Does this refer to the legacy "QWEST Corporation?" Does QC provide telephone numbers to QCC for the other legacy service areas served by the other four CLILECs?

Response: Yes, QC is Qwest Corporation, the ILEC. QC provides numbers within its legacy service territory only.

Sincerely,



Lisa A. Anderl

LAA/jga

**SERVICE EXHIBIT T
LOCAL ACCESS SERVICE
WHOLESALE/ENHANCED SERVICES AGREEMENT**

1. **General.** CenturyLink will provide Local Access Service ("Service") pursuant to the terms and conditions of the Agreement and this Exhibit T, and subject to capacity and availability. Except as set forth in this Exhibit, capitalized terms will have the definitions assigned to them in the Agreement.

2. **Definitions.**

"Building Owner" means the owner, operator or landlord of a building where On-Net Access is located.

"Circuit Facility Assignment" or "CFA" means the CenturyLink facility, as identified by CenturyLink, to which Customer must order local access services for connection to the CenturyLink Domestic Network.

"CO Meet Point" means Leased Access (Special Access and ELA only) at a third party local access provider Central Office ("CO") when Customer has a dedicated connection to the CO.

"Collocation" means Customer has leased space in a CLPOP, a remote collocation site, or a collocation hotel per a valid Exhibit Collo or a Collocation License Agreement with CenturyLink (each, a "Collo Contract").

"Construction" means special construction that CenturyLink determines is necessary to extend Service to a Customer-requested demarcation point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses in connection with provisioning the Service.

"Cross-Connect Access" means an intra-POP connection between certain Customer facilities with direct access (via CenturyLink-provided Collocation or Direct Connect) to the CenturyLink Domestic Network (either located within CenturyLink's transport area or CenturyLink's Collocation area) and the CenturyLink backbone access point.

"Customer Provided Access" or "CPA" means Customer orders its own local access from a third party telecommunications provider to connect Customer's premises to the CenturyLink Domestic Network at a Demarcation Point specified by CenturyLink. CenturyLink will provide Customer with a Limited Letter of Agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's third party local access provider will connect Customer's premises to the CenturyLink Domestic Network.

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment; or (b) the physical interface between a third party carrier connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Direct Connect" means CenturyLink in its sole discretion allows Customer to bring its own fiber directly to the CenturyLink fiber per a valid Exhibit DC or a Direct Connect Agreement with CenturyLink (each, a "DC Contract"). All Direct Connects require (a) splicing of Customer and CenturyLink fibers and (b) cross-connection of individual circuits.

"Estimated Availability Date" means CenturyLink's target date for the delivery of a Service.

"Ethernet Local Access" or "ELA" means CenturyLink Provided Access, Customer Provided Access per a valid Exhibit CPA-DIF or Exhibit CPA-DIE with CenturyLink, or Cross Connect Access using Ethernet technology. CenturyLink ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross Connect Access only). ELA is available in the following options: Native Basic, Native Premier, over SONET, or Ethernet Virtual Access (EVA). "Native Basic" is a layer 2, switched, native service, but will utilize the highest grade metro Ethernet offering from the provider. Native Premier is only available with IP Solutions Enhanced Port with Secure Internet Gateway ("SIG") and IP Solutions Private Port, and the Native Premier circuit speed must match the maximum IP Solutions Private Port or Enhanced Port with SIG bandwidth. Native Premier may be used to support IP Solutions Quality of Service (QoS) – see your IP Solutions service exhibit for further details. "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that utilizes CenturyLink network assets to provide Customer with a premium non-oversubscribed connection with Fast E and Gig E connection types.

"Grooming" means CenturyLink manages its network for optimal throughput and cost efficiency by, in its sole discretion, installing or decommissioning access facilities.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from another carrier (specific carrier chosen is at the discretion of CenturyLink).

"On-Net Access" means local backbone access circuits provided solely on CenturyLink-owned and operated facilities. On-Net Access may also include connections to a third party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and a 3rd party provider's facilities (with whom CenturyLink is interconnected). Customer must be located in a CenturyLink-designated On-Net building that is capable of providing, and has been made generally available for, such connections.

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“CenturyLink Domestic Network” means the CenturyLink network located within the U.S. states excluding Alaska, that is comprised only of physical media, including switches, circuits, and ports operated by CenturyLink.

“CenturyLink Point of Presence” or “CLPOP” means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and the third party local access provider’s network is possible.

“CenturyLink Provided Access” means either Leased Access or On-Net Access.

“Service Address” means the building where Customer receives the Service. Only a building that is classified by CenturyLink as a business address can be a Service Address.

“Special Access” means CenturyLink Provided Access or Customer Provided Access using Digital Signal bandwidths DS0 (Leased Access only), DS1, and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48, and OC192. Special Access at the DS-0 bandwidth is not available as On-Net Access and is only available as Leased Access.

“Start of Service Date” means the earliest to occur of: (a) the date on which Customer begins to utilize the Service for transport of live traffic, or (b) five days following the date on which Service is made available for use by Customer unless Customer notifies CenturyLink before this date, that the Service or the CenturyLink interexchange carrier service or IP service on the CenturyLink Domestic Network (“Dedicated Service”) associated with the Service does not meet the applicable performance specifications, if any. In the event that Customer notifies CenturyLink that the Service or the associated Dedicated Service fails to meet the performance specifications, CenturyLink will use reasonable efforts to remedy such failure and will provide an updated Estimated Availability Date.

“Wavelength Local Access” means CenturyLink Provided Access, Customer Provided Access per a valid Exhibit CPA-DIF or Exhibit CPA-DIE with CenturyLink, or Cross Connect Access using wave division multiplexing technology available in bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G Fibre Channel, 2G Fibre Channel, 4G Fibre Channel, and 10G Fibre Channel.

3. Service Description and Availability.

3.1 Types of Service. CenturyLink provides three types of CenturyLink Local Access Service:

- (a) CenturyLink Provided Access. CenturyLink Provided Access may be either Leased Access or On-Net Access. Both Leased Access and On-Net Access are generally available as Special Access, ELA, and Wavelength Local Access at the bandwidths listed in the definitions for those access types. Leased Access is also generally available as CO Meet Point. Customer may request a specific local access provider for Leased Access and CenturyLink will attempt to use the requested provider, but both final routing and the local access carrier used will be at CenturyLink’s sole discretion. On-Net Access is generally available as Special Access, ELA, and Wavelength Local Access.
- (b) Customer Provided Access. Customer will pay a CPA charge to CenturyLink when using: (i) Special Access CPA dedicated facilities or ELA CPA VLAN, both of which are dedicated entrance facilities CenturyLink leases from a third party local access provider; or (ii) Ethernet Local CPA POP, which requires CenturyLink to provide space and power for the third party local access provider to install Ethernet equipment; or (iii) Wavelength Local Access. The CPA will be the responsibility of the customer and CenturyLink will not pay for or troubleshoot components of the CPA. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet Virtual Circuit (EVC) from the CenturyLink POP to a customer designated Ethernet facility they lease from a common Ethernet Service Provider. This access will be used to connect to a CenturyLink Virtual Local Area Network (VLAN) assignment on the CenturyLink public internet or private network.
- (c) Cross-Connect Access. Customer must order Cross-Connect Access under a valid Collo Contract or DC Contract.

3.2 Types of Service Technology. CenturyLink uses the following 3 different technologies to provide Service: (a) Special Access, (b) Wavelength Local Access and (c) ELA. Some technologies or speeds may not be available in all areas or with certain types of Service.

Installation and capacity of the ELA service (Native Basic or ELA over SONET) is on an as-available basis and when available, standard installation timeframes will apply. Construction requirements may cause long installation intervals. Similarly, distance and the availability of Ethernet-supported facilities from the carrier may limit capacity. “Protect Route” only applies for ELA and means where requested by Customer and available, CenturyLink will provide a separate fiber facility path for the protection system between the third party local access provider’s serving wire center and the Customer premises. A Protect Route ensures backup electronics and two physically separate facility paths are used in the provisioning of the Service. If the working facility or electronics fail, or the service performance becomes impaired, the facility automatically switches to the Service protect path in order to maintain a near continuous flow of information between locations.

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3.3 The Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. The Service includes the installation of any entrance cable or drop wire to that suitable point where provision is made for termination of CenturyLink's outside distribution network facilities at a Customer-designated Service Address. The Service will extend to, and include, the equipment maintained by CenturyLink at the termination point of the local loop at the applicable Service Address (i.e., Demarcation Point), but will not include customer premises equipment, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink at a Service Address. All equipment owned by CenturyLink will remain the sole property of CenturyLink, and Customer expressly disclaims any right, title, or interest in or to any CenturyLink equipment or property, or in that of any of CenturyLink's affiliates, customers, end-users, agents, or licensees located within the CLPOP or elsewhere. Any additional terminations beyond the Demarcation Point are the sole responsibility of Customer. Customer will provide CenturyLink with any Building Owner authorization necessary to complete installation of On-Net Access Service, in a form reasonably acceptable to CenturyLink. Under no circumstances will CenturyLink provide Service to a residential address, even if business is conducted at such residential location. Customer may purchase the Service only in connection with Customer's use of CenturyLink interexchange carrier services or information services on the CenturyLink Domestic Network for which a local loop is required. This Service is not a standalone service; Customer may purchase the Service only in connection with Customer's use of CenturyLink Domestic Network services. For standalone Special Access, please refer to the Metro Private Line service. Customer warrants that more than 10% of the voice or data traffic it will carry over the Service will be interstate in nature (i.e., will terminate in a state other than the state in which the traffic originates).

4. Ordering of Local Access Services.

4.1 CenturyLink will provide the Service only if: (a) Customer submits a valid, accurate Order Form; (b) adequate capacity is available; and (c) CenturyLink accepts the Order Form. CenturyLink may delay, reject, or terminate any Order Form in its reasonable discretion before it delivers the ordered Service.

4.2 Upon accepting an Order Form, CenturyLink will notify Customer of the Estimated Availability Date of each Service. Once CenturyLink notifies Customer of the Estimated Availability Date for Service, cancellation fees set forth in section 6 below will apply to any cancellation of the order. CenturyLink will use commercially reasonable efforts to install each Service on or before the Estimated Availability Date, but a failure to deliver Service by that date will not be a default under the Agreement or this Exhibit.

5. **Term.** The term of each Service begins on its Start of Service Date and continues for 12 months therefrom, unless Customer selects a longer term commitment in the Order Form ("Initial Service Term"). Upon expiration of the Initial Service Term, the Service will continue on a month-to-month basis until the earlier of: (a) termination of the month-to-month Service by either party upon not less than 30 calendar days written notice to the other party; (b) expiration or termination of this Exhibit or the Agreement in accordance with its terms; or (c) extension of the Service Term for a specific period of time pursuant to an Order Form. As used in this Exhibit, "Service Term" means the Initial Service Term plus any month-to-month renewals.

6. Cancellation and Termination.

6.1 On-Net or Leased Access Cancellation before the Start of Service Date.

(a) If Customer cancels an On-Net Access or Leased Access circuit for which no Construction by CenturyLink is necessary before the Start of Service, Customer will pay the cancellation fee identified below based upon the bandwidth of the On-Net Access or Leased Access Service terminated:

On-Net or Leased Access Service Bandwidth†	Before Start of Service Cancellation Fee
DS-0 (Leased Access only), DS-1	\$150 NRC
DS-3, OC-n, all ELA and Wavelength Local Access speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) If before the Start of Service, Customer cancels an On-Net Access or Leased Access circuit for which Customer accepted a Construction fee, Customer will pay (i) the cancellation fee identified above based upon the bandwidth of the On-Net Access or Leased Access Service terminated, (ii) Construction charges, and (iii) any CenturyLink-incurred cost to provide the Service. But if CenturyLink notifies Customer that Construction is required to provision Service and Customer cancels Service on that particular circuit because Customer does not approve such Construction, CenturyLink will not charge a cancellation fee for canceling Service on that particular circuit unless CenturyLink incurs a charge from the underlying local access provider.

6.2 **Termination of Service after the Start of Service Date.** If this Exhibit or a particular Service is terminated for reasons other than by Customer for Cause, before the conclusion of the Initial Service Term or a re-term of the Service, Customer will pay: (a) all accrued and unpaid charges for the terminated Service provided through the effective date of the termination; (b) the amount of any nonrecurring charges that CenturyLink discounted or waived; (c) all installation or Construction costs and expenses incurred by CenturyLink to install such Service, if applicable; and (d) a "Termination Liability Charge" as set forth herein. The Termination Liability Charge for Services not requiring Construction is: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first twelve months of the Initial Service Term, if any, for the terminated Service, plus (ii) 35% of the balance of

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the MRCs that otherwise would have become due for the unexpired portion of the Initial Service Term, if any, beyond the first 12 months of the Initial Service Term. The Termination Liability Charge for Services requiring Construction will be 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the Initial Service Term.

6.3 Termination of Connectivity to Customer Provided Access after the Start of Service Date. Customer acknowledges that CenturyLink cannot disconnect or terminate Customer ordered CPA. Therefore, in order for CenturyLink to process a Customer disconnect Order Form for connectivity to Customer Provided Access, Customer must first provide CenturyLink with the written Disconnect Firm Order Confirmation ("DFOC") notice(s) from the respective CPA provider. If Customer fails to provide CenturyLink with the DFOC notice, then, in addition to all amounts owing pursuant to Section 6.2 above, Customer will remain liable for all applicable MRCs and charges for the connectivity to CPA (regardless of whether or not it is useable by Customer) until (a) Customer furnishes the required DFOC or (b) either party terminates the associated CPA with the local access carrier, even if such time extends beyond the originally scheduled Initial Service Term for the CPA Associated Service. If Customer fails to provide CenturyLink with the appropriate written DFOC notice within 30 calendar days from receipt of the disconnect Order Form for CPA connectivity or CenturyLink disconnects Customer for non-payment or material breach of the Agreement or this Service Exhibit, then CenturyLink may disconnect the CPA or require the CPA provider to do the same.

6.4 Upgrades for CenturyLink Provided Access Service. Notwithstanding anything to the contrary in Section 6.2 above and subject to availability, Customer will not be required to pay Termination Liability Charges when Customer upgrades existing CenturyLink Provided Access (the "Existing CLPA Service") with new CenturyLink Provided Access Service along the same physical or logical route at a higher port speed, and with the same third party local access provider (the "Upgraded CLPA Service"), but Customer must pay for Construction or other third-party charges related to the Existing CLPA Service, if any, not paid previously by Customer. The Upgraded CLPA Service will have a new Initial Service Term beginning on the date of installation. If the physical route is changed to a logical route or vice versa when Customer upgrades Existing CLPA Service to new CenturyLink Provided Access Service, Customer must pay Termination Liability Charges; along with Construction or other third-party charges related to the Existing CLPA Service, if any, not paid previously by Customer.

6.5 CenturyLink and Customer agree that CenturyLink's damages in the event of Service termination will be difficult or impossible to determine. CenturyLink and Customer therefore agree that this Section 6 is intended to establish damages in the event of termination and the associated termination charges are not intended as a penalty.

7. Charges and Payment.

7.1 Customer will pay the monthly recurring charges (MRCs) and non-recurring charges (NRCs) set forth in the applicable CenturyLink-accepted Order Form (based upon pricing from CenturyLink's Product Pricer local access pricing tool) for each Local Access Service. For all Local Access Services for which pricing is unavailable on CenturyLink's Product Pricer local access pricing tool (including but not limited to Construction, etc.) or for which special rates are negotiated and agreed upon by the Parties, Customer will pay all MRCs and NRCs set forth in the special pricing Attachment T-2 hereto. During the provisioning of Service, CenturyLink may also charge Customer any additional NRCs that CenturyLink incurs to provide the Service, but CenturyLink will notify Customer of any such additional charges. Within one business day of notice from CenturyLink of the additional NRCs, Customer will notify CenturyLink that Customer either: (a) wishes to cancel the applicable Service order; or (b) will pay the additional NRCs.

7.2 Customer will pay all applicable charges for ancillary services that are provided in conjunction with Service. Such additional ancillary charges, which will be identified in CenturyLink's Product Pricer local access pricing tool, may include (but are not limited to) the following examples:

(a) "Construction" charges may include, but are not limited to, Construction and other expenses that CenturyLink may incur in connection with provisioning the service (e.g., special arrangements of LEC facilities or equipment required to activate the Service). The need for Construction is at CenturyLink's discretion. Construction is applicable for all types of Service.

(b) "Extended Wiring" applies to additional wiring required for Service orders where the Demarcation Point is not located in the same location as the CenturyLink demarcation point. Extended Wiring is only applicable for access that is both CenturyLink Provided Access and Special Access (Leased Access only).

(c) "Local Loop Change Fee" applies to orders where the Customer requests that CenturyLink move a circuit to a different Service Address within the same Customer serving wire center. The Local Loop Change Fee is applicable for all types of Service.

(d) "Local Loop Expedite" applies to orders where Customer requests the delivery of Service one or more days before CenturyLink's standard interval delivery date. A Local Loop Expedite is only available with both CenturyLink Provided Access and Special Access or with both CenturyLink Provided Access and Ethernet Access.

(e) "Local Loop Move" applies when the Customer requests that CenturyLink move a circuit to a different Service Address that is not within the same Customer serving wire center as the existing circuit. A Local Loop Move will be deemed a disconnect of the current circuit and a new install of a new circuit. A Local Loop Move is applicable for all types of Service.

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(f) "Multiplexing" is offered at Customer's request and where available. CenturyLink will multiplex lower level local access circuits into a higher local access circuit, or vice-versa, for an additional charge. CenturyLink offers multiplexing at CLPOP, at an on-net building or at an Incumbent Local Exchange Carrier/Competitive Local Exchange Carrier ("ILEC/CLEC") facility providing the Local Access network. For multiplexing at a CenturyLink on net local access facility, CenturyLink provides multiplexed circuit handoffs to the Customer at the same on-net Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to the customer at a single service address or at multiple service addresses per Customer's request. Multiplexing is generally available at DSn and OCn circuit levels. The pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis. Multiplexing is only applicable for access that is both CenturyLink Provided Access and Special Access.

7.3 CenturyLink may upon 30 days written notice to Customer change the rate for any Service that is beyond its Initial Service Term.

7.4 In the event of Regulatory Activity and notwithstanding any other provision herein to the contrary, CenturyLink may, upon prior written notice when reasonably practicable, modify, change or add to (a) the rates and charges, (b) the Service and optional features, and (c) the other terms and conditions contained in this Exhibit, the special pricing Attachment T-2, or Product Pricer to reflect the impact of, or to effect, such Regulatory Activity.

8. Miscellaneous.

8.1 Restrictions. Customer will not purchase Service except in conjunction with another CenturyLink service on the CenturyLink Domestic Network. CenturyLink may terminate any Service lacking such a relation.

8.2 Building Owner. Customer understands that a Building Owner is not a party to this Agreement and is not providing services to Customer. Customer expressly waives all claims against a Building Owner arising out of this Exhibit or the Agreement. Any rights or remedies that Customer may have against a Building Owner will be as set forth in, or arising out of, an agreement expressly between Customer and such Building Owner. For purposes of this Section, Building Owner will not include CenturyLink.

8.3 Additional CPA Requirements. If Customer multiplexes or subrates (i.e., transmits lower capacity channels within a single higher capacity facility) any Customer Provided Access and provides such services to third parties, Customer will provide CenturyLink all information CenturyLink requests to maintain its network. Such information may include, but is not limited to, all customer design and billing account information to enable CenturyLink to issue necessary Access Service Requests to perform the requested maintenance and/or rearrangements. Customer will provide such information to CenturyLink within 30 days of CenturyLink's request for the information.

8.4 Grooming. If CenturyLink finds it necessary to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days of receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with a LOA so that Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If Customer agrees to a groom on CPA and the groom results in Customer incurring additional NRCs from its third-party local access provider and Customer provides sufficient proof of the third-party charge, CenturyLink will issue a credit to Customer equal to the third-party NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar day's prior written notice, terminate the Service on that circuit and assess Termination Liability Charges. When Customer does not respond to a grooming notice or refuses a groom on CPA, Customer must either: (i) provide CenturyLink with a LOA/CFA so that CenturyLink can have the third-party local access provider cancel the circuit; or (ii) work directly with the third-party local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred from the third-party local access provider as a result of the circuit remaining in place.

9. Scheduled Maintenance. CenturyLink will use commercially reasonable efforts to notify Customer of planned Service-affecting activities 5 or more days before such activities. CenturyLink's failure to so notify Customer will not be a breach of this Exhibit or the Agreement.