



CenturyLink™

TRAFFIC EXCHANGE AGREEMENT

BETWEEN

**CENTURYTEL OF WASHINGTON, INC.
D/B/A CENTURYLINK
CENTURYTEL OF INTER ISLAND, INC.
D/B/A CENTURYLINK**

AND

ASTOUND BROADBAND, LLC.

IN THE STATE OF WASHINGTON

AGREEMENT

PREFACE & RECITALS

This Traffic Exchange Agreement (the "Agreement") is by and between CenturyTel of Washington, Inc. d/b/a CenturyLink, and CenturyTel of Inter Island, Inc. d/b/a CenturyLink with the address for purposes of this Agreement at 100 CenturyLink Drive, Monroe, Louisiana 71203 (collectively "CenturyLink"), and Astound Broadband, LLC ("ASTOUND"), in its capacity as a certified Provider of local two-way wireline dial-tone service, having a principal address of 401 Kirkland Parkway, Suite 500, Kirkland, WA 9823. (CenturyLink and ASTOUND being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Washington only (the "State").

WHEREAS, connection between Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to originate and terminate such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon connection points within the service area of CenturyLink; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CenturyLink and ASTOUND hereby covenant and agree as follows:

Article I: Scope And Intent of Agreement
CenturyLink-Astound Broadband Traffic Exchange Agreement

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements, as provided in this Agreement, to one another within each area in which they both operate within the State for purposes of connection and the exchange of Local Traffic (as defined in Appendix C) between their respective end-user customers. The Parties agree that by entering into this Agreement neither Party waives any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters related to this Agreement.

The services and facilities to be provided in satisfaction of this Agreement may be provided pursuant to the Parties' tariffs and then current practices. Modifications to the services and facilities made by tariff approved by the Commission or FCC shall automatically supersede the any rates and terms and conditions of this Agreement in situations where it is intended by the Parties under this Agreement that a tariff govern such rates or terms and conditions. Should such services and facilities be modified by Commission or FCC order, or any other Commission or FCC proceedings, federal or state court order or other judicial action (collectively "Modification Action"), and unless otherwise specified herein or mandated by such Modification Action, such modifications will not automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

CenturyLink represents and warrants that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. Pursuant to Section 251 (f)(1) of the Act, CenturyLink is exempt from Section 251 (c) of the Act. Notwithstanding such exemption, CenturyLink has entered into and accepted this Agreement for purposes of exchanging local traffic, including traffic originating on ASTOUND's facilities within CenturyLink's serving area, as defined in Article IV, Section 3 herein, with CLEC. CenturyLink's execution of the Agreement does not in any way constitute a waiver or limitation of CenturyLink's rights under Section 251 (f)(1) or 251 (f)(2) of the Act. Accordingly, CenturyLink expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251 (c) of the Act, in response to other requests for interconnection by CLEC or any other carrier.

ARTICLE II
DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, in case of any interpretation question, the standard definitions as set forth in Appendix C attached to this Agreement and made a part hereof shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article or Appendix may appear in that Article or Appendix. To the extent that there may be any conflict between a definition set forth in Appendix C and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be for a period of two (2) years from the Effective Date of this Agreement as defined in Section 34 unless either Party gives written notice to the other Party of its desire to terminate or renegotiate the Agreement.

The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”). If, within one hundred and thirty-five (135) days of commencing the negotiation referred to above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252. In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, this Agreement shall be deemed extended on a month-to-month basis. Upon conversion to a month-to-month term, either Party, in its discretion may terminate this Agreement upon sixty (60) days notice to the other Party; provided, however, the Agreement cannot be terminated prior to one hundred eighty (180) days after the original expiration date, unless the Parties agree otherwise. In the event that either Party terminates this Agreement as provided above, that Party shall continue to provide services to the other Party. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement provided that the Party receiving services under this Agreement is in compliance with all other terms and conditions of this Agreement. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise.

2.2 Post Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.5, for service arrangements made available under this Agreement and existing at the time of

termination, those arrangements may continue under this Agreement, if either Party has requested negotiations for a new agreement, (i) until this Agreement has been replaced by a new agreement, provided, however that if a new agreement has not been executed by the Parties within one hundred eighty (180) calendar days following the Termination Date, such arrangements may continue under the standard terms and conditions approved and made generally effective by the Commission, if any, or under tariff terms and conditions made generally available to all Local Providers.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure or commence appropriate action to cure the alleged default within twenty (20) Business Days of receipt of written notice thereof, or if such cure is of a nature that it cannot reasonably be completed within such twenty (20) Business Days, then provided the defaulting Party has commenced such cure within such twenty (20) Business Days and continues to diligently prosecute such cure to completion. Following notice of a Default, the Non-Defaulting Party shall not be required to process new service orders until the Default is timely cured. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's Certificate of Operating Authority has been revoked by the Commission, or
- (c) A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Ordering and Implementation Inactivity.

Notwithstanding anything to the contrary contained herein, CenturyLink may terminate this Agreement in the event ASTOUND has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to ASTOUND customers within one (1) year from the Effective Date of this Agreement.

2.5 Termination Of Services Upon Sale.

Notwithstanding anything to the contrary contained herein and subject to the assignment provisions of Article III, Section 4 of this Agreement, each Party reserves the right to discontinue providing services ordered by the other Party over any network facilities which have been sold or otherwise transferred to a non-affiliate third-party, upon giving sixty (60) Business Days' prior written notice.

2.6 Liability Upon Termination.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability existing at the time of termination, or which

thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder. Consent to an assignment shall not be unreasonably conditioned, delayed or withheld by either Party.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and neither Party has relied on legal counsel or personnel of the other, except for representations specifically contained in this Agreement, in entering into this Agreement.

6. Deposit.

Either Party may charge and the other Party will pay a deposit before the charging Party is required to perform under this agreement, if the charging Party so deems a deposit appropriate after examination of the other Party's payment and/or credit history. Such deposit will be calculated based on the charging Party's estimated two-month charges to the other Party. Deposits may be modified from time to time based on actual billing history and the credit rating of the other Party. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

7. CLEC Profile.

Before direct connection orders can be taken, the CLEC Profile in the form provided by CenturyLink must be completed by ASTOUND and returned to CenturyLink; and, if required, by CenturyLink, an advanced deposit paid. Notwithstanding the completion of this CLEC Profile, Among other things each Party will provide to the other Party its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyLink Standard Practices. ASTOUND agrees to warrant to CenturyLink that it is a certified provider of telecommunications service in the State. ASTOUND will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as required to reflect its current certification.

8. Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for order, inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the local, State and Federal governments.

9. Ordering and Electronic Interface.

Manual interface is currently being used for ASTOUND to order services, and it includes facsimile orders and E-mail orders in accordance with the CenturyLink Standard Practices. Conventional electronic ordering interface is not currently available. If CenturyLink later makes electronic interface ordering available to ASTOUND, then the Parties agree that, to the extent practicable, electronic interface will be used by ASTOUND for ordering services and manual interface will be discontinued unless this is impracticable.

10. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), ASTOUND and CenturyLink agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

10.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year or the applicable Federal or State statute of limitations, whichever is longer.

10.2 Dispute.

If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within sixty (60) calendar days of the bill date or the dispute shall be waived, subject to any State regulatory requirements. The Parties shall diligently work toward resolution of all billing issues. Notwithstanding the foregoing, if Provider notifies Party of the unpaid charges the dispute provisions thereof shall prevail.

10.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount of 1½% charge per month, or the maximum nonusurious rate of interest under applicable law. Such late payment charges shall be included on the Provider's next statement.

10.4 Due Date.

Payment is due thirty (30) calendar days from the bill date.

10.5 Audits.

10.5.1 In General

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules, including, without limitation, rules to protect the confidentiality of proprietary and confidential information.

10.5.2 Traffic Audits.

On thirty (30) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CTOC and ASTOUND shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits may be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

11. Binding Effect.

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

12. Capacity Planning and Forecasting.

Within thirty (30) Business Days from the effective date of this Agreement, or as soon after the effective date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to, number portability and interconnection services. CenturyLink may delay processing ASTOUND service orders should the Parties not perform obligations as specified in this Section 12. Such responsibilities shall include but are not limited to the following:

12.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

- 12.2 ASTOUND will furnish to CenturyLink information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 12.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article IV.
- 12.4 ASTOUND shall notify CenturyLink promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. ASTOUND orders that exceed the capacity of ASTOUND's forecast shall only be filled by CenturyLink to the extent the requested capacity is Currently Available.
- 12.5 CenturyLink reserves the right to condition the fulfillment of additional service orders on satisfactory ASTOUND fill rates in previously ordered capacity, or on ASTOUND payment for all of the additional capacity absent satisfactory fill rates.
- 12.6 CenturyLink reserves the right to assess ASTOUND a one time per occurrence stranded plant or discontinued service order charge, not to exceed the cost (CenturyLink would utilize the same costing methodology for ASTOUND as would be applied to its own end user customers) of the build-out incurred by CenturyLink for capacity forecasted by ASTOUND but then not used by ASTOUND, to the extent that CenturyLink built the plant based on ASTOUND's switch forecast.

13. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

14. Confidential Information.

14.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information") in accordance with this Agreement and all applicable laws and regulations. In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for services placed by ASTOUND pursuant to this Agreement, and information that would constitute customer proprietary network information of ASTOUND end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to ASTOUND end users, whether disclosed by ASTOUND to CenturyLink or otherwise acquired by CenturyLink in the course

of its performance under this Agreement, shall, without identification, be treated in all respects as confidential information.

14.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.
- (g) Pursuant to Title 47 USC, Section 222, A telecommunications carrier that receives or obtains proprietary information from another carrier for purposes of providing any telecommunications service shall not use such information for its own marketing efforts.

14.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this

Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

15. Consent.

Where consent notice, approval, mutual agreement, or similar action is permitted or required of a Party by any provision of this Agreement, it shall not be conditional, unreasonably withheld, or delayed.

16. Fraud.

Both Parties assume responsibility for all fraud associated with their respective end-user customers and accounts. Neither Party shall bear responsibility for, nor shall it be required or make adjustments to end user accounts ASTOUND in cases of fraud that are not a customer of record. The parties shall work together to investigate cases of suspected fraud impacting the other party.

17. Reimbursement of Expenses.

In performing under this Agreement either Party may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event neither Party is entitled to reimbursement from the other Party unless such costs have been mutually agreed upon ahead of time.

18. Dispute Resolution.

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

18.1 Alternative to Litigation.

Except for the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the

concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration. At the election of either Party, arbitration shall be before the Commission. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise the rules described in part (a) below shall be applicable.

- (a) A Party may demand such arbitration in accordance with the procedures set out in AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.
- (b) Judgment upon the award rendered by the arbitrator, whether it be the Commission or an AAA or other arbitrator may be entered in any court having jurisdiction.

18.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

18.5 Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs).

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement. However, during the pendency of any dispute resolution procedures CenturyLink reserves the right not to accept new ASTOUND service orders if CLEC has not complied with all other Terms and Conditions of this Agreement including timely payment of non-disputed charges.

19. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

20. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. It is expressly agreed that financial difficulties of a Party are not subject to this Section.

22. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

24. Standard Practices.

The Parties acknowledge that CenturyLink operates under the industry standard practices as outlined in the Ordering and Billing Forum (“OBF”) guidelines. From time to time, in order to satisfy obligations under this Agreement, CenturyLink may implement additional practices. ASTOUND will be notified of any change in practices other than the current OBF standards, or if such change would require ASTOUND to materially modify its operational practices, such changes must first be negotiated by the Parties.

25. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

26. Independent Contractor Relationship.

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

27. Law Enforcement Interface.

27.1 Except to the extent not available in connection with CenturyLink's operation of its own business, CenturyLink shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance customer invoked CLASS services.

27.2 The Parties agree to work jointly with each other in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services are billable, and the Parties may elect to bill the other for these services.

27.3 CenturyLink will, in non-emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a ASTOUND Customer and shall refer them to ASTOUND.

28. Liability and Indemnity.

28.1 Indemnification.

Subject to the limitations set forth in Section 28.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for

invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

28.2 End-User and Content-Related Claims.

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end-users against an Indemnified Party arising from Services or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users. Notwithstanding the foregoing provisions of this paragraph 28.3, the indemnity required of the Indemnifying Party shall not include losses, claims, demands, damages, expenses, suits, or other actions, or any liability resulting from the gross negligence or intentional misconduct of the Indemnified Party.

28.3 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, OR COURSE OF DEALING, OR FROM USAGES OF TRADE.

28.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses either Party may recover, plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis

With respect to any claim or suit for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the liability of the Party furnishing service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or service occurs and continues. However, any such mistakes, omissions, interruptions, delays or errors, or defects in transmission or service which are caused or contributed to by the negligent or willful act of the other Party, or which arise from the use of the other Party's provided facilities or equipment, the liability of the Party furnishing service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or service occurs and continues. This limitation of liability provision does not restrict or otherwise affect a Party's indemnification obligations under this Agreement.

28.5 Intellectual Property.

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. These services are not included in this agreement function, products, or services provided under this Agreement and no infringement would have occurred without such modification.

29. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

30. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

31. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable street or post office box address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section: Although E-mail will not be used to provide notice, the Parties provide their E-mail addresses below to facilitate informal communications.

If to CenturyLink: CenturyLink
 Attention: Director-Contract Management
 KSOPKJ0201-2076
 5454 W. 110th Street
 Overland Park, Kansas 66211

If to ASTOUND: James Penney
 Astound Broadband, LLC
 401 Kirkland Parkway, Suite 500
 Kirkland, WA 98023

32. Protection.

32.1 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

32.2 Resolution.

If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to

promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

33. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyLink and ASTOUND.

34. Effective Date.

This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval. The “effective date” of this Agreement for all purposes will be the latest date reflected by the signing parties. The Parties agree that orders for services will not be submitted or accepted until the latter of (a) the submission of the CLEC Profile required by Section 7; or (b) the expiration of the first ten (10) Business Days after the Agreement is effective.

35. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

36. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

37. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

38. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect.

39. Subcontractors.

Either Party may enter into subcontracts with third parties or affiliates for the performance of any of such Party’s duties or obligations under this Agreement, provided that a Party remains liable for the performance of its duties and obligations hereunder.

40. Applicability of Current Law and Effect of Changes in Law.

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based in part on the text of the Telecommunications Act of 1996, as amended (“Act”), and the rules and regulations promulgated thereunder by the FCC and/or the Commission as of the Effective Date. In the event of any amendment to

the Act, or any effective legislative, administrative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, or any FCC or Commission Order rules or regulations applicable to this Agreement (individually and collectively, an "Amendment"), either Party may, by providing thirty (30) days' written notice to the other Party request that any provision that is materially affected by the Amendment be renegotiated in good faith and this Agreement be amended accordingly to reflect each such Amendment relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges. The Dispute Resolution provisions of Article III, Section 17 shall govern any disputes arising out of or relating to such renegotiations and amendments.

41. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as CenturyLink requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party. If the collecting Party fails to bill or to collect any Tax as required herein, then, as between the collecting Party and the obligated Party: (i) the obligated Party will remain liable for such uncollected Tax based on the statute of limitations period for the assessment and collection of such tax or fee. after the date on the applicable invoice; and (ii) the collecting Party will be liable for any penalty and interest assessed with respect to such uncollected Tax by such authority.

Notwithstanding anything to the contrary contained herein, ASTOUND is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. ASTOUND is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Term of the Agreement and extensions thereof. In addition, ASTOUND is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that the ASTOUND's representations to CenturyLink concerning the status of ASTOUND's claimed tax exempt status, if any, and its impact on this Section 42 are subject to the indemnification provisions of Section 28.1, which for purposes of this Section, are to be enjoyed by CenturyLink.

41.1 Tax.

A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with

the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

41.2 Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

42. Trademarks and Trade Names.

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

43. Waiver.

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

44. Environmental Responsibility.

The Parties agree that prior to such time as either Party may place its equipment in the other Party's premises pursuant to a collocation or some other arrangement, the Parties will negotiate appropriate terms with respect to responsibility for environmental matters.

45. TBD Prices.

If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to ASTOUND ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by ASTOUND to CenturyLink, and any overpayment shall be refunded by CenturyLink to ASTOUND, within 45 Business Days after the establishment of the price by the Commission.

ARTICLE IV

CONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical connection services and facilities), by CenturyLink to ASTOUND or by ASTOUND to CenturyLink and the transport and termination and billing of Local Traffic between CenturyLink and ASTOUND. For purposes of this Agreement, Local Traffic shall be defined per Appendix C, Section 1.61. Traffic not meeting the definition of Local Traffic is not subject to this Agreement. The Parties reserve the right to otherwise seek compensation for such non-Local Traffic including the imposition of access charges where appropriate.

1.1.1 ASTOUND will initiate orders for trunk-side Local Traffic connection services by sending an ASR to CenturyLink. The ordering process is described in the CenturyLink Standard Practices. The ASR will be reviewed by CenturyLink for validation and correction of errors. All known errors will be promptly referred back to ASTOUND. ASTOUND then will promptly correct any errors that CenturyLink has identified and resubmit the request to CenturyLink through a supplemental ASR.

1.1.2 ASTOUND must comply with the Capacity Planning and Forecasting provisions of Section 12, Article III and Section 4 of this Article IV before CenturyLink will process the ASTOUND's ASR for interconnection services.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

The following describes generally the processes CenturyLink will use for ordering, provisioning and billing for connection facilities and services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyLink Standard Practices.

2.2 Rates and Charges.

The Party in receipt of Services under this Agreement agrees to pay to the providing Party the rates and charges for the Services set forth in the applicable appendices to this Agreement. Rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof.

2.3 Billing.

The Party providing services under this Agreement shall render to the other Party a bill for direct connection services on a current basis, if applicable. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. All these applicable charges are set forth in Appendix A attached to this Agreement and made a part hereof.

2.4 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Alliance for Telecommunications and Information Services, Ordering & Billing Form (OBF).

2.4.1 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

2.4.2 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

3. Transport and Termination of Local Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate Local Traffic originating on each other's networks utilizing either Direct or Indirect Network Connections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation for Exchange of Local Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill-and-Keep.

The Parties agree to the rebuttable presumption, pursuant to the FCC's *Order on Remand and Report and Order*, FCC 01-131, CC Dockets No. 96-98 and 99-68, adopted April 18, 2001 ("ISP Order on Remand"), that all combined circuit switched Local and Information Access Traffic delivered to one Party by the other that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis ("Out-of-Balance Traffic") shall be considered Information Access Traffic for compensation purposes and shall be billed under a bill and keep compensation arrangement. The Parties further agree that all combined circuit switched Local and Information Access Traffic delivered to one Party by the other that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis (In-Balance Traffic) shall be considered Local Traffic for compensation purposes and shall be billed by each Party at the rate specified in Appendix A for Local Traffic unless a Party can identify and measure traffic to specific ISP telephone numbers that shows true ISP-

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bound to be less than a 3:1 ratio. In such a case, only proven non-ISP-bound traffic shall be considered Local Traffic for compensation purposes.

3.2.4 Percent Local Use. Each Party will report to the other an accurate Percentage Local Usage (“PLU”). The application of the PLU will determine the amount of Local Traffic minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call originating within a LATA. Requirements associated with PLU calculation and reporting shall be as set forth in MECAB PLU policy, as it is amended from time to time. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix A. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party’s option, be utilized to determine the appropriate Local Traffic usage compensation to be paid.

3.2.5 Percentage Interstate Usage. In the case where ASTOUND desires to terminate its Local Traffic over or co-mingled on its switched access Feature Group D trunks, ASTOUND will be required to provide a projected Percentage Interstate Usage (“PIU”) to CTL. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in CTL’s Intrastate Access Services Tariff will apply to ASTOUND. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall, at the terminating Party’s option, be utilized to determine the appropriate local usage compensation to be paid.

3.3 Tandem Switching Local Traffic.

The Parties agree to enter into their own agreements with third-party providers. In the event that either party sends traffic through the other party’s network to a third-party provider with whom it does not have a traffic interexchange agreement, then the sending party agrees to indemnify the other party for any termination charges rendered by a third-party provider for such traffic.

4. Network Connection.

4.1 Network Connection Architecture.

ASTOUND may connect with CenturyLink on its network at any one of the minimum Currently Available points required by the FCC. Any request for a connection at a point not Currently Available will be reviewed on an individual case basis. An additional connection at a second (or more) points(s) will be available to ASTOUND at ASTOUND’s cost based upon applicable tariff rated for the capacity ordered. Where the Parties mutually agree following a Bona Fide Request (BFR) to directly connect their respective networks, connection will be as specified in the following subsections. Based on the configuration, the installation

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time line will vary considerably, however, CenturyLink will work with ASTOUND in all circumstances to install IPs within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility connection, using such interface media as are (i) appropriate to support the type of connection requested and (ii) available at the facility at which connection is requested.

- a. A Mid-Span Fiber Meet within an existing CenturyLink exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location with each Party being individually responsible for its incurred costs in establishing this arrangement. The IP is the demarcation between ownership of the fiber transmission facility.
- b. A special access and/or CLEC Dedicated Transport arrangement terminating at and establishing an IP at a CenturyLink Wire Center subject to the rates, terms, and conditions contained in CenturyLink's applicable tariffs. These facilities will meet the standards set forth in such tariffs. ASTOUND may also obtain special access or dedicated transport facility from a third party
- c. If permitted by the provider, ASTOUND may exchange traffic via indirect connections by transiting a third-party provider's interconnection with CenturyLink. In the event that ASTOUND exchanges traffic through a third-party provider, then ASTOUND agrees to indemnify CenturyLink for any termination, transiting or tandem charges rendered by a third-party provider for such traffic.

4.1.2 Where direct connection is utilized under options (a) or (b) above, the Parties will mutually designate at least one IP on CenturyLink's network within each CenturyLink local calling area for the routing of Local Traffic.

4.2 Compensation.

The Parties agree that each Party will bear responsibility for costs of the interconnection facility on its side of the IP established under Section 4.1.1 of this Article.

4.3 Trunking Requirements.

The Parties shall meet and agree on trunking availability and requirements in order for the Parties to begin exchange of traffic.

4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party

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elects to provision its own one-way trunks for Local Traffic, that Party will be responsible for its own expenses associated with the trunks.

- 4.3.2 ASTOUND and CenturyLink shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. ASTOUND and CenturyLink will support the provisioning of trunk groups that carry combined or separate Local Traffic. CenturyLink requires separate trunk groups from ASTOUND to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs. To the extent ASTOUND desires to have any IXCs originate or terminate switched access traffic to or from ASTOUND, using jointly provided switched access facilities routed through a CenturyLink access tandem, it is the responsibility of ASTOUND to arrange for such IXC to issue an ASR to CenturyLink to direct CenturyLink to route the traffic. If CenturyLink does not receive an ASR from the IXC, CenturyLink will initially route the switched access traffic between the IXC and ASTOUND. If the IXC subsequently indicates that it does not want the traffic routed to or from ASTOUND, CenturyLink will not route the traffic.
- 4.3.2.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 4.3.2.2 Each Party shall only deliver traffic over the local connection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem as specified in the LERG.
- 4.3.2.3 Neither party shall route Switched Access Service traffic over local connection trunks, or Local Traffic over Switched Access Service trunks.
- 4.3.3 End-Office Trunking. The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a ASTOUND end office and a CenturyLink end office.
- 4.3.4. Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly engineered to the appropriate
- 4.3.5 ASTOUND and CenturyLink agree to use diligent efforts to develop and agree on a Joint Connection Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate service standard. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.6 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

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- 4.3.7 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.
- 4.3.8 The Parties will support intercompany 64kbps clear channel where available.
- 4.3.9 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

4.4 Trunk Forecasting.

- 4.4.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 12, and as a condition to CenturyLink's processing of ASTOUND interconnection services ASRs under Section 1.1. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:
 - 4.4.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.
- 4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4.1.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.4.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

4.5 Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the State grade of service standard or the Joint Connection Plan referenced in Section 4.3.7. When a condition of excess capacity is identified, CenturyLink will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the customer for possible network efficiency adjustment.

4.6 Joint Trunk Planning Criteria.

In order to facilitate sound and economical network planning and provisioning, CenturyLink deployment of trunks for ASTOUND use may be conditioned on (i) fill factors for trunks previously deployed for the ASTOUND; (ii) compensation

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arrangements to reflect CenturyLink's and the ASTOUND's proportionate use of the trunking; (iii) a stranded plant or special construction termination charge to ASTOUND for not utilizing the ordered trunking for the forecasted duration; and (iv) whether the ASTOUND ordered trunking is Currently Available.

4.7 Network Redesigns Initiated by CenturyLink.

CenturyLink will not charge ASTOUND when CenturyLink initiates its own network redesigns/reconfigurations.

5. Indirect Network Connection.

5.1 Indirect Network Connection is intended to handle de minimis mutual traffic exchange until Local Traffic volumes grow to a point where it is economically advantageous to provide a direct connection.

5.2 ASTOUND is required to establish a direct connection in each instance where ASTOUND has established telephone numbers that are rated to a CenturyLink rate center.

5.3 Consistent with Section 8, Article IV, ASTOUND is required to establish a direct connection in each instance where ASTOUND ports a number that is rated to a CenturyLink rate center.

5.4 In instances where ASTOUND has not established telephone numbers that are rated to a CenturyLink rate center, but has established telephone numbers that are rated to a rate center that is within the local calling area of CenturyLink end user customers, the Parties agree to establish a direct connection when any one of the following conditions is met for a consecutive two-month period:

- a. Combined traffic between two single switches of each Party reaches a DS-1 equivalent (200,000 combined minutes of use ("MOU"));
- b. Traffic originating from a single CenturyLink switch to a single ASTOUND switch reaches 100,000 MOUs; or
- c. When either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceeds \$200.00 per month.

5.5 Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except as provided for in Section 4.1.1 (c).

6. Common Channel Signaling.

6.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network connection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their

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respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

6.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing.

6.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

6.4 Connection Through Signal Transfer Point (STP).

ASTOUND must interconnect with the CenturyLink STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Such connection shall be negotiated and contracted with the appropriate CenturyLink affiliate.

6.5 Third Party Signaling Providers.

ASTOUND may choose a third-party SS7 signaling provider.

6.6 Multi-Frequency Signaling

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

7. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing standard protective controls.

8. Number Portability (NP)

8.1 Local Number Portability (LNP).

8.1.1 LNP shall be provided in accordance with the Act, such binding FCC and State mandates, and industry standards, as may be applicable.

8.1.2 The rates for LNP service are set out in Appendix B attached to this Agreement and made a part hereof. Either Party shall provide LNP to the other Party at the rates specified in Appendix B.

9. Letter of Authorization (LOA)

To the extent the Parties have not previously done so, ASTOUND and CenturyLink shall each execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit either Party to view CPNI, such as pursuant to the submission of a Customer Record Search (CSR) order, prior to a request to change service providers. Under the blanket LOA, a Party authorized by the customer to view or use its CPNI need not provide proof of End User Customer authorization to the other Party before viewing or using the CPNI.

- 9.1 Each Party's access to CPNI of another carrier's customer will be limited to instances where the requesting Party has obtained the appropriate authorization required under applicable law for a customer's change of service providers or for release of a customer's CPNI.
- 9.2 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law.
- 9.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.
- 9.4 When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to change service providers or release CPNI as documented in the CenturyLink Standard Practices or otherwise approved in advance by CenturyLink, CenturyLink will not require ASTOUND to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders. Neither will ASTOUND require CenturyLink to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders once both Parties have executed the blanket LOA. Until a blanket LOA has been executed, a Party wishing to view or end user CPNI of the other Party must provide written proof of End User Customer authorization to the other Party before viewing or using the CPNI.
- 9.5 In the event a subscriber complains, a Party may request verification of subscriber authorizations. Documentation that a Party is required to maintain under 47 CFR §64.1120 shall be made available to the other Party within thirty (30) days of a written request for such documents made pursuant to this paragraph. Failure to produce proper documentation within thirty (30) days of such request shall be considered a material breach of this Agreement which shall be governed as follows:
 - 9.5.1 The cure period in Article III, Section 2.3 for material defaults shall not affect either Party's obligation to comply with the requirements of 47 CFR

Article IV: Interconnection & Transport & Termination of Traffic
CenturyLink-Astound Broadband Traffic Exchange Agreement

§64.1150 to give timely notice to the Commission and other carriers of any unauthorized carrier change, to remove any unpaid charges, and to submit proper documentation to the relevant governmental agency within thirty (30) days;

9.5.2 If a Party fails to provide proper documentation of permission obtained from prospective subscribers for at least ninety five percent (95%) of subscribers whose CPNI has been obtained from the other Party, and if such failure continues for over sixty (60) Days after written notice of the breach, then as an alternative to terminating this Agreement pursuant to Article III, Section 2.3 for an uncured default, the other Party may discontinue processing new service orders and/or disconnect any electronic preordering interface until such failures have been substantially rectified and the defaulting Party has provided adequate assurances to the other Party that and that adequate steps have been implemented to prevent ongoing problems with such records compliance. The exercise of this alternative remedy shall not act as a waiver of the right to terminate this Agreement under Article III, Section 2 if an ongoing default is not substantially rectified within sixty days written notice.

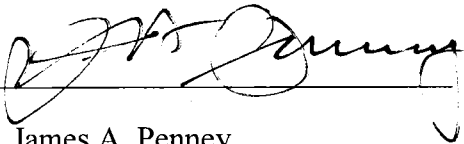
10. Directory Listings & Directory Distribution

Directory listings and directory distribution services for ASTOUND's End User Customers will be provided by CenturyLink pursuant to the Directory Service Appendix D.


SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement. The Effective Date of this Agreement for such purposes will be established by the date of the final signature on this agreement subject to confirmation by Commission approval order.

Astound Broadband, LLC

By: 
Name : James A. Penney
Title: Executive Vice President
Date: December 13, 2010

**CenturyTel of Washington, Inc.
d/b/a CenturyLink
CenturyTel of Inter Island, Inc.
d/b/a CenturyLink**

By: 
Name: Michael R. Hunsucker
Title: Director – Contract Management
Date: 1-17-11

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyLink’s unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyLink costs), or any appeal or other litigation.

Each Party will bill the other Party as appropriate: (as stated in Section 3.2.2)

A. Reciprocal Compensation

In-Balance Local Traffic (applying 3:1 ratio)	\$0.018
Out-of-Balance Local Traffic (applying 3:1 ratio)	Bill & Keep

B. Initial Factors:

PLU	100%
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APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

General. The rates contained in this Appendix B are as defined in Article IV, Section 8, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine either Party's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered costs), or any appeal or other litigation.

Non-Recurring Charges (NRCs) for Local Number Portability

ASTOUND will follow CenturyLink's LSR and CSR submission processes as set forth in the CenturyLink Standard Practices.

Service Order Charge	\$15.50
Customer Service Record (CSR) Search	\$ 5.25

The CSR charge applies when a Party requests a summary of the services currently subscribed to by the End User Customer. This charge is per CSR and applies to a submission using either the manual or the automated CSR process.

APPENDIX C

DEFINITIONS

1.0 General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Appendix C and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

1.1 Access Service Request (ASR)

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Interconnection.

1.2 Act

The Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.3 Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. The term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent (10%).

1.4 Answer Supervision

An off-hook supervisory signal.

1.5 Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.6 Automatic Location Identification/Data Management System (ALI/DMS)

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records.

1.7 Automated Message Accounting (AMA)

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

1.8 **Automatic Number Identification (ANI)**

The number transmitted through the network identifying the calling party.

1.9 **Basic Local Exchange Service**

Voice grade access to the network that provides the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

1.10 **Bill-and-Keep Arrangement**

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.

1.11 **Bona Fide Request (BFR)**

Process intended to be used when requesting customized service orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

1.12 **Business Day**

Monday through Friday, except for holidays on which the non-priority U.S. mail is not delivered.

1.13 **Centralized Message Distribution System (CMDS)**

The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collectibles and in collectibles as well as Carrier Access Billing System (CABS) records.

1.14 **Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other, for Local and non-Local Traffic.

1.15 **Central Office Switch**

A switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

1.16 **CenturyLink Standard Practices**

The CenturyLink Standard Practices, which contains CenturyLink's operating procedures for ordering, provisioning, trouble reporting and repair for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyLink Standard Practices, which may be amended from time to time by CenturyLink as needed.

1.17 **Certificate of Operating Authority**

ASTOUND must represent and warrant to CenturyLink that it is a certified provider of local exchange service in the State and authorized within the CenturyLink local service area. ASTOUND will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyLink upon request. ASTOUND will notify CenturyLink if its certificate has been revoked.

1.18 **CLASS**

CLASS is an acronym for Custom Local Area Signaling Services. It is based on the availability of common channel signaling. CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

1.19 **CLLI Codes**

Common Language Location Identifier Codes.

1.20 **Commission**

The State Public Service or Public Utilities Commission, as applicable.

1.21 **Common Channel Signaling (CCS)**

A high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.22 **Competitive Local Exchange Carrier (CLEC)**

Any company or person authorized to provide local exchange services in competition with an ILEC.

1.23 **Compliance**

Environmental and safety laws and regulations based upon a Federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

- 1.24 **Conversation Time**
The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.25 **CTOC or CenturyLink**
The CenturyLink Operating Company in the State that is a Party to this Agreement.
- 1.26 **Currently Available**
Existing as part of CenturyLink's network at the time of the requested order or service and does not include any service, feature, function or capability that CenturyLink either does not provide to itself or to its own end users, or does not have the capability to provide.
- 1.27 **Customer**
The Party receiving service from the other. CenturyLink or ASTOUND, depending on the context and which Party is receiving the service from the other Party.
- 1.28 **Customer Service Record (CSR)**
A record detailing the services to which an End User Customer subscribes from its telecommunication provider(s).
- 1.28 **Customer Service Record Search**
Applied to LSR when CLEC requests a customer service record search prior to account conversion from CenturyLink or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop basis.
- 1.29 **Dedicated Transport**
An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Central Offices. Dedicated Transport may only extend between two Central Offices.
- 1.30 **Disconnect Supervision**
An on-hook supervisory signal end at the completion of a call.
- 1.31 **DS-1**
A service carried at digital signal rate of 1.544 Mbps.
- 1.32 **DS-3**
A service carried at digital signal rate of 44.736 Mbps.

1.33 **Electronic File Transfer**

A system or process that utilizes an electronic format and protocol to send/receive data files.

1.34 **E-911 Service**

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It usually includes selective routing.

1.35 **Exchange Message Record (EMR)**

An industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia Technologies.

1.36 **Exchange Service**

All basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.37 **Facility**

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 46.

1.38 **FCC**

The Federal Communications Commission.

1.39 **Generator**

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 46).

1.40 **Hazardous Chemical**

As defined in the U.S. Occupational Safety and Health Act (OSHA) hazard contamination standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

1.41 **Hazardous Waste**

As described in the Resource Conservation Recovery Act (RCRA), a solid waste(s), which may cause, or significantly contribute to an increase in mortality

or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

1.42 **Imminent Danger**

As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

1.43 **Incumbent Local Exchange Carrier (ILEC)**

Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

1.44 **Indirect Network Connection**

The Interconnection of the Parties' networks for exchange of Local Traffic via a common or shared access tandem switch.

1.45 **Information Access Traffic**

Information Access Traffic, for the purpose of this Agreement, is traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties and shall be interpreted consistent with the FCC's *Order on Remand and Report and Order*, FCC 01-131. CC Dockets No. 96-98 and 99-68, adopted April 18, 2001.

1.46 **Information Service Provider or "ISP"**

A provider of Information Service, as defined in 47 U.S.C. 153(20). Information Service Provider includes, but is not limited to, Internet Service Providers.

1.47 **Initial Service Order**

A charge applied to each LSR of Unbundled Loops with the exception of Subsequent Service Order changes to existing CLEC accounts.

1.48 **Interconnection Facility**

See "Internetwork Facilities".

1.49 **Interconnection Point (IP)**

The physical point on the network where the two parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

1.50 **Interexchange Carrier (IXC)**

A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.51 **Internetwork Facilities**

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

1.52 **ISDN User Part (ISUP)**

A part of the SS7 protocol that defines call setup messages and call takedown messages.

1.53 **Line Side**

Refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.

1.54 **Local Access and Transport Area (LATA)**

A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.

1.55 **Local Calling Area**

Local Calling Area includes the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyLink local exchange tariffs.

1.56 **Local Exchange Carrier (LEC)**

Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.

1.57 **Local Exchange Routing Guide (LERG)**

The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.58 **Local Number Portability (LNP)**

The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.59 **Local Provider**

A carrier authorized to provide local telecommunications service in the State.

1.60 **Local Service Request (LSR)**

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and unbundled elements for the purposes of competitive local services.

1.61 **Local Traffic**

Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyLink Local Calling Area, or mandatory Extended Area Service (EAS) area, as defined in CenturyLink's local exchange tariffs. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS."

1.62 **Main Distribution Frame (MDF)**

The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

1.63 **Meet Point Billing (MPB)**

Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.

1.64 **Mid Span Fiber Meet**

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon IP.

1.65 **Multiple Exchange Carrier Access Billing (MECAB)**

Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

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

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STIS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

1.67 **911 Service**

A universal telephone number that gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.68 **North American Numbering Plan (NANP)**

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.69 **Numbering Plan Area (NPA)**

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

1.70 **NXX, NXX Code, Central Office Code or CO Code**

The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.71 **Owner or Operator**

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), Operator means the person responsible for the overall (or part of the) operations of a facility.

1.72 **Party/Parties**

CenturyLink and/or ASTOUND.

1.73 **Pole Attachment**

A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related materials to provide services in accordance with the terms and conditions of this Agreement.

1.74 **Provider**

The Party providing service to the other. CenturyLink or ASTOUND depending on the context and which Party is providing the service to the other Party.

1.75 **Public Safety Answering Point (PSAP)**

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency

medical agencies or by employees of a common bureau serving a group of such entities.

1.76 **Qualifying Service**

A Qualifying Service is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of incumbent local exchange carriers, including, but not limited to, local exchange service (such as "Plain Old Telephone Service"), and access service (such as DSL services and high-capacity circuits).

1.77 **Rate Center**

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.78 **Right-of-Way (ROW)**

The right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.79 **Routing Point**

Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.80 **Service Switching Point or Signal Switching Point (SSP)**

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.81 **Signaling Point (SP)**

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.82 **Signaling System 7 (SS7)**

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

- 1.83 **State**
The State in which Services are to be provided under the Agreement.
- 1.84 **Subsidiary**
A corporation or other legal entity that is majority owned by a Party.
- 1.85 **Subsequent Service Order**
Applied to LSRs requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSRs, no NRC will be applied.
- 1.86 **Synchronous Optical Network (SONET)**
Synchronous electrical (STS) or optical channel (OC) connections between LECs.
- 1.87 **Switched Access Service**
The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.
- 1.88 **Tandem or Tandem Switch**
Tandem means to connect in series. A Tandem or Tandem Switch connects one trunk to another. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.
- 1.89 **TDM Technology**
Time Division Multiplexing. A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1 and DS3 circuits.
- 1.90 **Telcordia Technologies**
A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.
- 1.91 **Telecommunications Services**
The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.92 **Third Party Contamination**

Environmental pollution that is not generated by the LEC or ASTOUND but results from off-site activities impacting a facility.

1.93 **Transit Traffic**

Transit Traffic is traffic originating on ASTOUND's network that is switched and/or transported by CenturyLink and delivered to a third party's network.

1.94 **Trunk Side**

Refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone sets.

1.95 **Undefined Terms**

Undefined terms may appear in this Agreement. Parties acknowledge and agree that any such terms shall be construed in accordance with CenturyLink's tariffs, or, if not defined therein, under customary usage in the telecommunications industry as of the effective date of this Agreement.

1.96 **Wire Center**

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched.

APPENDIX D DIRECTORY SERVICES

1.0. SCOPE

This Appendix sets forth the terms pursuant to which CenturyLink agrees to provide to ASTOUND basic services associated with the Directories such as publication of listings and distribution (the "Services"). CenturyLink does not own a directory publishing affiliate. The terms of this Appendix are reflective of the terms provided to CenturyLink by its contracted external directory publishing source. Conditionally upon agreement by the publisher when required, CenturyLink and ASTOUND may, from time to time, agree on the provision of additional services ("Additional Services"), which shall be furnished pursuant to the terms and conditions set forth in this Appendix. The terms and conditions of this Appendix shall be applicable to all Directories published during the Term.

2.0 ASTOUND OBLIGATIONS AND RESPONSIBILITIES

2.1 The following obligations shall be the responsibility of ASTOUND, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth in Section 13.0 - Procedures.

2.1.1 ASTOUND shall notify CenturyLink 10 days prior to the start of service. Notification shall be sent to:

CenturyLink
Directory Services
100 CenturyLink Drive
Monroe, LA 71203
(318-388-9000)

2.1.2 ASTOUND shall transmit to CenturyLink, or such third party publisher as CenturyLink may designate from time to time ("Publisher"), all Listing Information (as hereinafter defined) relating to its subscribers ("Subscribers") who desire published listings within a CenturyLink Directory. For purposes of this Appendix, "Listing Information" shall consist of the Subscriber's name, address, telephone number, desired yellow pages classified heading (if any), and all other information reasonably requested by CenturyLink. Under no circumstances shall ASTOUND provide Subscriber data as a part of Listing Information for those Subscribers who do not desire published listings. Listing Information shall be supplied without charge by ASTOUND, and shall be transmitted in a format and within the time frames as reasonably directed by CenturyLink and in accordance with CenturyLink's established standards and guidelines as may be communicated to ASTOUND from

time to time, and may be used by CenturyLink in providing Directories in any format and for related purposes.

- 2.1.3 ASTOUND shall separately provide CenturyLink or Publisher with Directory delivery address data for Subscribers, if different from the Listing Information, and for those Subscribers who wish to receive the directory listings compilations, but who do not wish to have their listing information published in such compilations.
- 2.1.4 ASTOUND shall promptly, but in any event within ten days, notify CenturyLink or Publisher of any Directory related inquiries, requests, or complaints that ASTOUND receives from Subscribers, and shall reasonably cooperate with CenturyLink and/or Publisher to resolve such matters in a timely and expeditious manner.
- 2.1.5 ASTOUND shall process all Listing Information change requests received from CenturyLink or Publisher within the time frames established by CenturyLink in its sole discretion.
- 2.1.6 ASTOUND shall transmit to CenturyLink or Publisher all information arising from Subscriber transactions that should result in an addition to, a change in or a deletion of any Listing Information previously transmitted by ASTOUND to CenturyLink and held in CenturyLink's database.
- 2.1.7 ASTOUND will pay all fees and charges as set forth in Section 14.0 - Description of Services, for Services, including but not limited to CenturyLink's reasonable expenses associated with its performance of the obligations set forth in this Appendix. Such costs shall include, but are not limited to, expenses associated with work performed by the Publisher. Astound will also reimburse CenturyLink for any additional costs that CenturyLink incurs in the provision of directory services, as set forth in Section 14.0 which result directly from Astound's actions.
- 2.1.8 ASTOUND shall respond within five (5) business days to any request by CenturyLink to review and correct any Galley Proofs (as hereinafter defined). ASTOUND expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory. In the event ASTOUND fails to provide CenturyLink with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and ASTOUND shall indemnify CenturyLink for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs.
- 2.1.9 Upon request, ASTOUND shall furnish to CenturyLink verifiable evidence demonstrating compliance with Astound's obligations of this Section 2.0.

3.0 CENTURLINK OBLIGATIONS AND RESPONSIBILITIES

- 3.1 The responsibilities of CenturyLink and/or Publisher shall be the following:
- 3.1.1 CenturyLink shall include one standard listing (“ASTOUND Listing”) for each Subscriber for whom CenturyLink receives Listing Information in CenturyLink’s Directories for the CenturyLink Local Area. Standard ASTOUND Listings shall be interfiled with listings of other local exchange telephone company subscribers and treated in the same manner as other listings, according to CenturyLink’s regular procedures. CenturyLink shall establish a process that affords ASTOUND an opportunity to review and correct Subscriber’s alphabetical listings in advance of publication (generally referred to as a “Galley Proof”). Said review process shall be subject to the availability of ASTOUND Listings in advance of publication and the time/deadline constraints imposed by CenturyLink and/or its Publisher, and as set forth in Section 2 above. ASTOUND shall be responsible for any costs associated with the review process charged by CenturyLink and/or its Publisher.
 - 3.1.2 CenturyLink shall make available, at no charge to ASTOUND or its Subscribers, one listing for each ASTOUND business customer under the appropriate heading in CenturyLink’s applicable classified Directories, such headings and Directories to be determined at CenturyLink’s discretion.
 - 3.1.3 CenturyLink shall include, at no additional charge, ASTOUND critical contact information alphabetically (by local exchange carrier) in the information pages of its alphabetical Directories (but only where such information pages are otherwise included in a given Directory) for communities where ASTOUND offers Local Service, in accordance with CenturyLink’s standards for inclusion in a given Directory. For this purpose, ASTOUND must: (1) be state certificated, (2) provide local dial tone service within the Directory distribution coverage area, (3) have executed an Interconnection Agreement with CenturyLink or a CenturyLink affiliate that has been approved by the State Public Service or Utility Commission, (4) supply in a timely manner critical contact information needed by CenturyLink to produce information pages, and (5) ensure that critical contact information telephone numbers are working numbers. Critical contact information includes ASTOUND’s name and logo, telephone numbers for telephone services, billing, and repair services.
 - 3.1.4 CenturyLink shall not be restricted in supplying to third parties any information obtained from ASTOUND regarding its Subscribers as may

be required to fulfill regulatory requirements or as may otherwise be required by law.

- 3.1.5 CenturyLink shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to ASTOUND or Subscribers, in accordance with CenturyLink's procedures, provided that physical Directory delivery information has been provided by ASTOUND. Thereafter, and for the life of the Directory, CenturyLink shall undertake distribution to all new ASTOUND Subscribers and those existing Subscribers that need replacement or additional copies ("Secondary Distribution") upon CenturyLink's receipt of necessary Subscriber information via CenturyLink's standard directory service request process ("DSR Process"), such Secondary Distribution to be in accordance with CenturyLink's standard procedures. CenturyLink shall make available to ASTOUND's Subscribers an 800 number to use for any Secondary Distribution requirements.

4.0 DIRECTORY ADVERTISING

This Appendix does not cover the provision of Directory advertising. Any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyLink's standard Contract for Directory Advertising Services, and at the prices which CenturyLink may have in effect from time to time.

5.0 COOPERATION

CenturyLink and the ASTOUND agree that cooperation between them will be required to serve the needs of each Party's subscribers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such subscribers.

6.0 SALES AND PUBLISHING PROCEDURES

CenturyLink shall maintain full authority over its Directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All ASTOUND listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of CenturyLink's Directories. CenturyLink shall periodically supply ASTOUND with updates concerning publishing schedules and related matters. Nothing in this Appendix shall be construed as limiting CenturyLink from entering into an agreement with a third party, in its sole discretion, to act as Publisher.

7.0 LIMITATION OF LIABILITY; INDEMNITY

- 7.1 CenturyLink's liability to ASTOUND or any ASTOUND Subscriber for any errors or omissions in Directories published by CenturyLink and/or Publisher (including, but not limited to, any error in or omission of any Subscriber or

ASTOUND listing), or for any default or breach of this Appendix, or for any other claim otherwise arising hereunder, shall be limited to amounts paid by ASTOUND to CenturyLink under this Appendix. CenturyLink shall have no liability to ASTOUND or its Subscribers for the publication of any Subscriber data where such Subscriber does not desire a published listing. ASTOUND shall fully indemnify CenturyLink in accordance with the provisions of Section 7.2 following from and against any damages or liability beyond the limitations specified in this paragraph for any errors or omissions in connection with an ASTOUND Subscriber listing. ASTOUND expressly represents that it is authorized to enter into this provision on behalf of itself and its Subscribers.

- 7.2 ASTOUND agrees to indemnify, defend, and hold harmless CenturyLink, its directors, officers, employees, agents and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys' fees, made or asserted by any third party (including, but not limited to Subscribers) against the Indemnified Parties and arising out of CenturyLink's performance under the terms of this Appendix, from ASTOUND's or any third party's use of the information provided, or from ASTOUND's performance.
- 7.3 To the maximum extent permitted by the applicable law, in no event shall the Company or the ASTOUND be liable for any special, incidental, indirect, or consequential damages whatsoever including, without limitation, damages for loss of profits or any other pecuniary loss arising out of or in connection with this Appendix, even if such party has been advised of the possibility of such damages, except where such damages occur as the result of a breach of confidentiality, or relate to a CenturyLink indemnity claim.
- 7.4 In the event performance of this Appendix is either directly or indirectly prevented or restricted by reason of fire, flood, earthquake, acts of God, war, revolution, terrorism, embargo, acts of government in its sovereign capacity, labor difficulties, unavailability of equipment from a vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the affected Party, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention or restriction, and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis, until the delay or restriction has ceased; provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance, and both parties shall proceed at the time such causes are removed.

8.0 ASSIGNMENT

Any assignment by either Party of any right or duty under this Appendix without the written consent of the other Party shall be void, except that either Party may assign all of

its rights and duties under this Appendix to any entity that is a subsidiary or affiliate of that Party as of the date of assignment without consent, but with written notification and except that CenturyLink may subcontract the services to be provided hereunder. Any assignment of any right or duty under this Appendix, including but not limited to assignment to a subsidiary or affiliate, shall not relieve or excuse the assigning Party's responsibility for any performance pursuant to this Appendix.

9.0 RELATIONSHIP OF THE PARTIES; THIRD PARTY BENEFICIARIES

This Appendix does not create any joint venture, partnership, or employment relationship between the Parties or their employees, and the relationship between the Parties shall be that of independent contractors. There are no intended third party beneficiaries to this Appendix.

10.0 CONFIDENTIAL INFORMATION

- 10.1 The Parties recognize and agree that each Party owns, or otherwise has a proprietary interest in, certain information which is of a special, unique, or non-public nature, including, but not limited to: trade secrets; information relating to its business plans, schedules, operations and affiliations; marketing information; computer software; and other information relating to such Party, or its suppliers, customers, and affiliates (hereinafter collectively referred to as "Confidential Information"). During the service period, the Parties have disclosed, or may hereafter disclose, to each other some or all of such Confidential Information incident to performance of the Parties' obligations under this Appendix. The receiving party shall preserve in confidence all Confidential Information of the disclosing party, and shall not reveal or in any way disclose the content or existence of Confidential Information to persons not authorized in writing by the disclosing party to receive same, and the Parties shall take all reasonable steps necessary to prevent unauthorized parties, including local telecom service sales during the listing order process, from obtaining Confidential Information in the receiving party's knowledge or possession.
- 10.2 The receiving party shall not have an obligation to protect Confidential Information of the disclosing party which: (i) becomes publicly available other than through the action of the receiving party, (ii) is rightfully furnished to the receiving party by a third party without restriction on disclosure, (iii) is furnished by the disclosing party to a third party without restriction on disclosure, (iv) is previously known by the receiving party at the time of receiving such information, or (v) is required to be disclosed by valid order of a court or other governmental body or otherwise required by law.
- 10.3 Each Party will make copies of the Confidential Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each Party agrees to use the

Confidential Information solely in support of this service and for no other purposes. Confidential Information shall be labeled as such to the extent possible.

11.0 NOTICE

Any notice to either Party required or permitted under this Appendix shall be in writing and shall be deemed to have been received on the date of service if served personally, or on the date five (5) days after posting if delivered by certified mail, or by telecopier with written confirmation or courier service that obtains written receipt. Notice may also be provided by facsimile transmission which shall be effective on the next Business Day following date of transmission, where "Business Day" shall mean Monday through Friday, except for holidays on which United States mail is not delivered. Any notice shall be directed to the applicable address indicated below, or such address as the Party to be notified has designated by giving written notice to the other Party. Notice to the Company shall be addressed to:

Director-Contract Management
5454 W. 110th Street
Mailstop: KSOPKJ0201
Overland Park, KS 66211

12.0 TAXES

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from performance of this Appendix shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Each Party shall provide the other Party sufficient notice to protest any taxing jurisdiction's audit claims, and cooperate fully if an appeal is deemed necessary.

13.0 PROCEDURES

- 13.1 ASTOUND will submit directory listing requests for all additions, changes, deletions on a daily basis via the DSR Process per OBF standard to CenturyLink or its Publisher as directed by CenturyLink
- 13.2 ASTOUND will respond to all listing queries and requests for directory listing changes within two business days
- 13.3 ASTOUND will assign classified heading for each business customer at the time of submission of the DSR Process
- 13.4 ASTOUND will provide delivery address information for each ASTOUND subscriber either via the DSR Process or as otherwise directed by CenturyLink

14.0 DESCRIPTION OF SERVICES:

14.1 Preliminary Pages

- 14.1.1 CenturyLink will include ASTOUND's critical customer contact numbers for billing, service, repair and other mutually agreed upon information requested by ASTOUND in CenturyLink's preliminary pages of applicable CenturyLink directories.
- 14.1.2 CenturyLink will include a listing of ASTOUND's name and address on pages titled "Other Telephone Service Providers" in CenturyLink directories arranged in alphabetical order with other providers.

14.2 Directory Listings

- 14.2.1 CenturyLink will provide a white pages listing for each ASTOUND subscriber that wishes to include its directory listing information in published directories.
- 14.2.2 CenturyLink will provide a standard regular listing in the classified section of the applicable CenturyLink directory for each business listing. A complete list of classified headings and a directory production schedule, with service order close and galley due dates, will be provided to ASTOUND upon request.
- 14.2.3 CenturyLink will fulfill orders for directory listings to 3rd party directory publishers on behalf of ASTOUND upon request.

14.3 White Pages Gallies

- 14.3.1 CenturyLink will provide to ASTOUND one white pages galley for each directory for the purpose of ASTOUND's review and proofing prior to publication. One white pages galley will be provided to ASTOUND at no charge.
- 14.3.2 CenturyLink will provide additional galleys upon request at the charge set forth in Appendix D, Section 15.

14.4 Copies of Directories

- 14.4.1 At the time of publication, CenturyLink will provide to ASTOUND one copy of each telephone directory that includes ASTOUND subscriber listings.

14.4.2 CenturyLink will deliver directories to ASTOUND subscribers, (quantity of 1 per residence and 2 per business unless otherwise specified) in the same manner as distributed to CenturyLink subscribers.

14.5 Directory Service Request

14.5.1 CenturyLink will provide service order processing to establish, remove, update, or change a directory listing pursuant to the charges set forth in Appendix D, Section 15.

15.0 RATES AND CHARGES

Preliminary Pages	No Charge
Standard Directory Listings (one time, annual flat file of listings sent directly to publisher)	No Charge
Tariffed Items (e.g. additional listings)	Tariff Rate
WN U-1 CenturyTel of Washington, Inc.	Schedule 7
WN U-5 CenturyTel of Washington, Inc.	Section 5.7
Order Fulfillment	No Charge
White Pages Galleys	
- First galley	No Charge
- Each Additional Galley	\$150.00 each
- Listing changes on final galley	\$ 1.50 each
Copies of Directories	No Charge
Directory Service Request to update or establish (stand alone) a directory listing	\$7.50 per DSR