

Eric Fryson

120213-TP

From: Brunner, Traci [Traci.Brunner@windstream.com]
Sent: Friday, August 03, 2012 6:46 PM
To: Filings@psc.state.fl.us
Subject: Electronic Filing: Windstream Florida, Inc. (f/k/a Alltel Florida, Inc.) and Level 3 Communications, LLC - Amendment No. 2

Attachments: Level 3 Communications and Windstream Florida, Inc. - PSC Filing Amendment No. 2.pdf
 Florida PSC,

Attached for filing with the Florida Public Service Commission is an electronic copy of Amendment No. 2 to the Interconnection Agreement between Windstream Florida, Inc. (f/k/a Alltel Florida, Inc.) and Level 3 Communications, LLC (Docket No. 020517-TP).

- a. Traci Brunner
 Staff Manager - Negotiations
 Regulatory & Government Affairs
 Windstream Communications
 4001 N. Rodney Parham Rd.
 Mailstop: 1170 B1F2-12A
 Little Rock, AR 72212
 Telephone: 501-748-6555
 Email: traci.brunner@windstream.com
- b. Docket Number: 020517-TP
- c. Windstream Florida, Inc. (f/k/a Alltel Florida, Inc.) and Level 3 Communications, LLC
- d. 32 pages
- e. Amendment No. 2 to the Interconnection Agreement between Windstream Florida, Inc. (f/k/a Alltel Florida, Inc.) and Level 3 Communications, LLC

Please call me at 501-748-6555 if you have any questions regarding this filing.

Sincerely,

Traci Brunner
Senior Negotiator and Account Manager | Interconnection | Windstream
 4001 N. Rodney Parham Rd. | Mailstop: 1170 B1F2-12A | Little Rock, AR 72212
traci.brunner@windstream.com | windstreambusiness.com
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DOCUMENT NUMBER-DATE

05311 AUG-6 2012

FPSC-COMMISSION CLERK

8/6/2012



Traci Brunner
Staff Manager – Negotiations
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--Via Electronic Filing / Email --

July 24, 2012

Ms. Ann Cole, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
filings@psc.state.fl.us

Re: Docket Number: 020517-TP – Amendment No. 2 to the Interconnection Agreement between Windstream Florida, Inc. (f/k/a Alltel Florida, Inc.) and Level 3 Communications, LLC

Dear Ms. Cole:

Attached for filing with the Florida Public Service Commission is an electronic copy of Amendment No. 2 to the Interconnection Agreement between Windstream Florida, Inc. (f/k/a Alltel Florida, Inc.) and Level 3 Communications, LLC (Docket No. 020517-TP).

Please call me at 501-748-6555 if you have any questions regarding this filing.

Sincerely,


Traci Brunner

Enclosures
cc: Scott Seab – Level 3 Communications, LLC

DOCUMENT NUMBER - DATE
- 05311 AUG -6 12
FPSC-COMMISSION CLERK

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

Level 3 Communications, LLC

and

Windstream Florida, Inc.

f/k/a

Alltel Florida, Inc.

This Amendment No. 2 (the "Amendment"), by and between Level 3 Communications, LLC ("Level 3"), a Delaware limited liability company with its principal place of business at 1025 Eldorado Boulevard Broomfield, Colorado 80021 and Windstream Florida, Inc., f/k/a Alltel Florida, Inc. ("Windstream") a Florida limited liability company with its principal place of business at 4001 Rodney Parham Road, Little Rock, Arkansas, 72212. (Level 3 and Windstream (as that term is hereinafter defined) may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). The effective date of this Amendment (the "Amendment Effective Date") will be the first business day following receipt of final approval of this Amendment by the Florida Public Service Commission. This Amendment covers services in the state of Florida.

WITNESSETH:

WHEREAS, Level 3 and Windstream are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, approved by the Florida Public Service Commission on September 13, 2002 in Docket No. 020517-TP (the "Agreement"); and

WHEREAS, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act") and the Agreement, wish to amend the Agreement in order to give contractual effect to the provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1.0 Replace all references to "Alltel" with "Windstream"

2.0 Replace Attachment 4 Sections 4.0, 4.1, 4.1.1, 4.1.1.1 and 4.1.1.2 in their entirety with the following:

4.0 Interconnection and Trunking Requirements

4.1 Local Traffic, ISP Bound Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Transit Traffic or Toll VOIP Traffic

4.1.1 The Parties shall reciprocally terminate Local Traffic, ISP Bound Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Transit Traffic or Toll VOIP Traffic originating on each other's networks as follows:

DOCUMENT NUMBER DATE

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4.1.1.1 Where technically feasible, the Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, ISP Bound Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Transit Traffic or Toll VOIP Traffic. In such case, each Party will provide to each other its Percentage of Local Use (PLU) for billing purposes on a quarterly basis. If a Necessary Factor is not provided, the one already in effect stays in effect. If either Party questions the accuracy of the other's PLU, that issue may be included in a verification review as provided in §32.0 of the General Terms and Conditions. Pending such verification review, the PLU in effect immediately prior to the verification review shall remain in effect. If at any time during the term of this Agreement, the average monthly number of minutes of use (combined Local Traffic, ISP Bound Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Transit Traffic or Toll VOIP Traffic) terminated by either Party on the network of the other exceeds the generally accepted engineering practices as mutually agreed to by the Parties, the Party on whose network those minutes have been terminated may elect to require jurisdictionally separate trunks for Local Traffic, ISP Bound Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Transit Traffic or Toll VOIP Traffic.

4.1.1.2 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provisioning of BLV/BLVI traffic between the Parties' networks. Each Party shall route BLV/BLVI inquiries between the Parties respective operator bureaus.

4.1.2 Neither Party shall utilize the interconnection facilities for delivery of any other type of traffic to the other Party.

3.0 **The attached Attachment 7: Physical Collocation, Attachment 8: Virtual Collocation and Appendix A: Collocation Pricing are amended and incorporated to the Agreement**

4.0 **Attachment 12: Compensation is deleted and replaced in its entirety with the attached Attachment 12: Compensation**

5.0 **Miscellaneous Provisions**

5.1 **Conflict between this Amendment and the Agreement.** This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 5.

5.2 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

- 5.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 5.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment, and, except to the extent set forth in this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the last signature date that both Parties have executed the Amendment.

Windstream Florida, Inc.

Level 3 Communications, LLC

By: 

By: 

Name: John P. Fletcher

Name: Andrea Plevantizza

Title: EVP and General Counsel

Title: VP - Voice Services

Date: 7/11/12

Date: 6/7/12

ATTACHMENT 7: PHYSICAL COLLOCATION**1.0 General Provisions**

- 1.1 This Attachment sets forth the rates, terms, and conditions upon which Windstream will offer physical collocation to Level 3 as provided under the Act. These rates, terms, and conditions are in addition to those contained elsewhere in this Agreement.
- 1.2 Level 3 shall be allowed to obtain dedicated space (the "Collocation Space") in Windstream's Wire Centers and to place equipment in such space for the purpose of interconnecting with Windstream's network. Level 3 acknowledges that Windstream does not offer Expanded Interconnection as that term is defined by the FCC and will not use the Collocation Space to aggregate traffic or to provide access services.
 - 1.2.1 Level 3 shall not occupy or use the Collocation Space, or permit the Collocation Space to be occupied or used, for any purpose, act or thing, whether or not otherwise permitted by the Agreement, if such purpose, act, or thing (i) is in violation of any public law, ordinance, or governmental regulation; (ii) may be dangerous to persons or property; (iii) violates the terms of this Agreement.
- 1.3 Physical collocation shall be provided on a first-come, first-served basis.
- 1.4 Physical collocation also includes Windstream providing resources necessary for the operation and economical use of collocated equipment.
- 1.5 Level 3 will disclose appropriate information about the equipment to be installed to allow Windstream to engineer the power, floor loading, heat release, environmental particulate level, and HVAC for the collocated space.
- 1.6 When Windstream personnel are used, the related charges by Windstream shall be just, reasonable, and non-discriminatory.
- 1.7 If Level 3 chooses to physically collocate in premises which was initially prepared for virtual collocation, Level 3 may
 - 1.7.1 retain its virtual collocation in that premise and expand that virtual collocation according to the rates, terms, and conditions contained in Attachment 8: Virtual Collocation; or
 - 1.7.2 unless it is not practical for technical reasons or because of space limitations, convert its virtual collocation to physical at such premises, in which case Level 3 shall coordinate the construction and rearrangement with Windstream of its equipment and circuits for which Level 3 shall pay Windstream at applicable rates, and pursuant to the other terms and conditions in this Attachment. In addition, all applicable physical collocation recurring and nonrecurring rates as listed in Exhibit A: Collocation Pricing shall apply.
- 1.8 Level 3 is responsible for the installation, maintenance and repair of its equipment located within the collocated space rented from Windstream.
- 1.9 Level 3's collocated space will be separated from other CLEC's collocated space and Windstream space through cages constructed by Windstream or Windstream's contractors.
- 1.10 Once construction is complete for physical collocation and Level 3 has accepted its physical collocation space, Level 3 may order Cross-Connects.

- 1.11 If, at any time, Windstream reasonably determines that the equipment or the installation does not meet requirements, it will provide a notice of noncompliance to Level 3 along with an identification of the problem and recommendations for its solution. Level 3 will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If Level 3 fails to address such noncompliance utilizing the usual collocation request procedures, or fails to commence the correction of any noncompliance within thirty (30) days of written notice of non-compliance, Windstream may have the equipment removed or the condition reasonably corrected at Level 3's expense.
- 1.12 During installation if Windstream determines Level 3 activities or equipment are unsafe, non-standard, or in violation of any applicable laws or regulations, Windstream has the right to stop work until the situation is remedied. If such conditions pose an immediate threat to the safety of Windstream's employees, interfere with the performance of Windstream's service obligations, or pose an immediate threat to the physical integrity of the conduit system or the cable facilities, Windstream may perform such work and/or take reasonable action as is necessary to correct the condition at Level 3's sole expense.
- 1.13 Windstream may refuse Level 3's requests for additional space if Level 3 is in material breach of this Attachment, including having any undisputed past due charges hereunder.
- 1.14 Any collocation element requested by Level 3 that is not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on a individual case basis ("ICB").

2.0 Types of Collocation

2.1 Single Caged

A single caged arrangement is a form of caged collocation, which allows Level 3 to lease caged floor space to house their equipment within Windstream wire center(s) or access tandem(s) pursuant to this Attachment.

2.2 Cageless

Cageless collocation is a form of collocation in which Level 3 can place their equipment in Windstream wire center(s) or access tandem(s) conditioned space. A cageless collocation arrangement allows Level 3, using Windstream approved certified vendors, to install equipment in single bay increments in an area designated by Windstream. This space will be in a separate lineup, if available. If a separate bay lineup is not available, Level 3's bay will be segregated by at least one vacant bay from Windstream's own equipment. The equipment location will be designated by Windstream and will vary based on individual wire center or access tandem configurations. Level 3 equipment will not share the same equipment bays with Windstream equipment.

3.0 Collocation Intervals

3.1 All requests for Collocation are evaluated on an individual Wire Center basis. Standard requests are for one (1) Wire Center. Non-standard requests will be addressed on an individual case basis.

3.2 Acknowledgment of Floor Space Availability

Within fifteen (15) business days of the receipt by Windstream from Level 3 of a Bona Fide Request for Collocation and the associated Application Fee, Windstream will notify Level 3 whether the sufficient floor space is available in the requested Wire Center to accommodate Level 3's request and provide floor plans necessary for use by a Windstream approved contractor.

3.3 Buildout Quote Preparation.

Within thirty (30) calendar days of the receipt by Windstream from Level 3 of a Bona Fide Request for Collocation and the associated Application Fee, Windstream will provide Level 3 with a written quotation containing all nonrecurring charges for the requested Collocation Space arrangement.

3.4 Quote Acceptance

Within thirty (30) business days of the receipt by Level 3 of the Windstream quotation, Level 3 will accept or reject the Windstream proposed quotation. Acceptance shall require payment to Windstream of fifty percent (50%) of the non-recurring charges provided on the quotation.

3.5 Completion of Cage Construction

Within seventy (70) business days of the acceptance of the quotation by Level 3, the construction of the necessary cage enclosure shall be completed. At this time, the leased floor space will be available to Level 3 for installation of its collocated equipment.

3.6 Delays in Windstream's receipt of equipment or material required for physical collocation that are beyond Windstream's control shall not leave Windstream liable for any claims of delay by Level 3.

3.7 Windstream shall notify Level 3 that the Collocation Space is ready for occupancy. Level 3's operational telecommunications equipment must be placed and connected with Windstream's network within sixty (60) business days of such notice. If Level 3 fails to place operational telecommunications equipment in the Collocation Space within sixty (60) business days and such failure continues for a period of twenty (20) business days after receipt of written notice from Windstream, then and in that event Level 3's right to occupy the Collocation Space terminates and Windstream shall have no further obligations to Level 3 with respect to said Collocation Space. Termination of Level 3's rights to the Collocation Space pursuant to this Section shall not operate to release Level 3 from its obligations to reimburse Windstream for all cost reasonably incurred by Windstream in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, Level 3's telecommunications equipment will be deemed operational when cross-connected to Windstream's network for the purpose of service provision.

4.0 **Termination of Collocation Arrangement**

4.1 Level 3 may terminate occupancy in the Collocation Space upon thirty (30) days' prior written notice to Windstream.

4.2 At the termination of a Collocation Space license by lapse of time or otherwise:

4.2.1 Level 3 shall surrender all keys, access cards and Windstream provided photo identification cards to the Collocation Space and the building to Windstream, and shall make known to Windstream the combination of all combination locks remaining on the Collocation Space.

4.2.2 Level 3, at its sole expense, shall remove all its equipment from the Collocation Space within thirty (30) days to complete such removal; provide, however that Level 3 shall continue payment of monthly fees to Windstream until such date as Level 3 has fully vacated the Collocation Space.

- 4.2.2.1 If Level 3 fails to vacate the Collocation Space within thirty (30) days from the termination date, Windstream reserves the right to remove Level 3's equipment and other property of Level 3, with no liability for damage or injury to Level 3's property unless caused by the negligence or intentional misconduct of Windstream. All expenses shall be borne by Level 3.
- 4.2.3 Level 3 shall return to Windstream the Collocation Space and all equipment and fixtures of Windstream in as good a condition and state of repair as when Level 3 originally took possession, normal wear and tear or damage by fire or other casualty excepted. Level 3 shall be responsible to Windstream for the cost of any repairs that shall be made necessary by the acts or omissions of Level 3 or of its agents, employees, contractors, or business invitees. Windstream reserves the right to oversee Level 3's withdrawal from the Collocation Space, and Level 3 agrees to comply with all directives of Windstream regarding the removal of equipment and restoration of the Collocation Space, including, without limitation, Windstream's directive to return the Collocation Space in other than its original condition on the date of occupancy; provided, however, that Level 3 shall not be responsible for putting the Collocation Space in other than its original condition if to do so would put Level 3 to additional expense above and beyond that which would be necessary to return the Collocation Space in its original condition.
- 4.2.4 Prior to any termination or within thirty (30) days thereafter, Level 3 shall promptly remove any installations, additions, hardware, non-trade fixtures and improvements, place in or upon the Collocation Space by Level 3, failing which Windstream may remove the same, and Level 3 shall, upon demand, pay to Windstream the cost of such removal and of any necessary restoration of the Collocation Space. No cable shall be removed from inner duct or outside cable duct except as directed by Windstream.
- 4.2.5 All fixtures, installations, and personal property belonging to Level 3 not removed from the Collocation Space upon termination of a Collocation Space license and not required by Windstream to have been removed as provided in this Attachment, shall be conclusively presumed to have been abandoned by Level 3 and title thereto shall pass to Windstream under this Attachment as if by bill of sale.
- 4.2.6 If the Collocation Space is not surrendered at the termination of the Collocation Space license, Level 3 shall indemnify Windstream against loss or liability resulting from delay by Level 3 in so surrendering the Collocation Space, including, without limitation, any claims made by any succeeding tenant founded on such delay.
- 4.3 Should Level 3 default in its performance and said default continues for thirty (30) days after receipt of written notice, or if the Level 3 is declared bankrupt or insolvent or makes an assignment for the benefit of creditors, Windstream may, immediately or at any time thereafter, without notice or demand, enter and repossess the Collocation Space, expel Level 3, remove Level 3 property, forcibly if necessary, and thereupon this Attachment shall terminate, without prejudice to any other remedies Windstream might have. Windstream may also refuse additional applications for service and/or refuse to complete any pending orders for additional space or service by Level 3 at any time thereafter.

5.0 Collocation Space

- 5.1 If Windstream determines it necessary for Level 3's Collocation Space to be moved within the building in which the Collocation Space is located ("Building") or to another Windstream Wire Center, Level 3 is required to do so. Level 3 shall be responsible for the preparation and all costs associated with the new Collocation Space at the new location, if such relocation arises from circumstances beyond the reasonable control of Windstream, including condemnation or government order or regulation that makes the continued occupancy of the Collocation Space or

Building uneconomical in Windstream's sole judgment. Otherwise Windstream shall be responsible for any such preparation and costs.

- 5.2 If Level 3 requests the Collocation Space to be moved within the Building or to another Windstream Wire Center, Windstream shall permit Level 3 to relocate the Collocation Space, subject to the availability of space and associated requirements. Level 3 shall be responsible for all applicable charges associated with the move, including the reinstallation of its equipment and facilities and the preparation of the new Collocation Space and the new Wire Center as applicable.
- 5.3 Should either event as described in § 5.1 and § 5.2 occur, the new Collocation Space shall be deemed the "Collocation Space" hereunder and the new Wire Center the "Building."
- 5.4 Windstream agrees, at Level 3's sole cost and expense as set forth herein, to prepare the Collocation Space in accordance with working drawings and specifications. The preparation shall be arranged by Windstream in compliance with all applicable codes, ordinances, resolutions, regulations and laws. After Level 3 has made the initial payments required and the state regulatory approval is obtained for this attachment, Windstream agrees to pursue diligently the preparation of the Collocation Space for use by Level 3.

6.0 Entrance Facilities and Demarcation Point

- 6.1 Level 3 will place its own entrance facilities for connection to the collocated equipment. Windstream will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. Level 3 will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the spliced location. No splicing will be permitted in the entrance manhole. Level 3 will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the spliced location to Level 3's equipment in the Collocation Space. Level 3 must contact Windstream for instructions prior to placing the entrance facility cable in the manhole. Level 3 is responsible for maintenance of the entrance facilities.
- 6.2 Windstream shall designate the point(s) of termination within the Building as the point(s) of physical demarcation between Level 3's network and Windstream's network, with each being responsible for maintenance and other ownership obligations and responsibilities on its side of that demarcation point. The demarcation point between Windstream and Level 3 will be at the POT Bay.

7.0 Use of Collocation Space

- 7.1 Subject to § 7.13 below, Level 3 shall only use the Collocation Space for purposes of locating equipment and facilities within Windstream's central offices to connect with Windstream services only. Consistent with the nature of the Building and the environment of the Collocation Space, Level 3 shall not use the Collocation Space for office, retail, or sales purposes. Level 3 shall place no signs or markings of any kind (except for a plaque or other identification affixed to Level 3's equipment and reasonably necessary to identify Level 3's equipment and which shall include a list of emergency contacts with telephone numbers) in the Building or on the grounds surrounding the Building.
- 7.2 Level 3 is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Level 3 in the Collocation Space.
- 7.3 From time to time Windstream may require access to the Collocation Space. Windstream retains the right to access such space for the purpose of making equipment and building modifications

(e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). Windstream will give reasonable notice to Level 3 when access to the Collocation Space is required. Level 3 may elect to be present whenever Windstream performs work in the Collocation Space. The Parties agree that Level 3 will not bear any of the expense associated with this work.

7.4 Level 3 Access to Level 3's Collocation Space

Level 3 shall have access to its Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require Level 3 to traverse restricted areas. All employees, agents and contractors of Level 3 having access to the Collocation Space shall comply with Windstream's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by Windstream which contains a current photo, the individual's name and company name/logo. Level 3 agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Attachment, Level 3 shall surrender the Collocation Space to Windstream in the same condition as when first occupied by Level 3 except for ordinary wear and tear.

7.5 Level 3 must submit an application listing all of Level 3's telecommunications equipment and facilities that will be placed within the Collocation Space with the associated power requirements, floor loading and heat release of each piece. Level 3 warrants and represents that the application is complete and accurate and acknowledges that any incompleteness or inaccuracy, which remains uncorrected after thirty (30) days' notification by Windstream, would be a material breach of this Attachment. Level 3 shall not place or leave any telecommunications equipment or facilities within the Collocation Space beyond those listed on the application without the express written consent of Windstream.

7.6 In the event that subsequent to the execution of this Attachment Level 3 desires to place in the Collocation Space any equipment or facilities not set forth on the application, Level 3 shall furnish to Windstream a written list and description of the equipment or facilities. Windstream may provide such written consent or may condition any such consent on additional charges arising from the request, including any engineering design charges and any additional requirements such as power and environmental requirements for such listed and described equipment and/or facilities. Upon the execution by both Parties of a final list and description, including any applicable charges, this Attachment shall be deemed to have been amended to include the terms and conditions of the final list and description.

7.7 The foregoing imposes no obligation upon Windstream to purchase additional plant or equipment, relinquish used or forecasted space or facilities, to undertake the construction of new quarters or to construct additions to existing quarters in order to satisfy a subsequent request for additional space or the placement of additional equipment or facilities.

7.8 Level 3 shall indicate its intent to proceed with equipment installation in a Windstream Central Office by submitting the Windstream's Collocation Application Form. This form may be obtained by sending a request to: WCI.Network.Interconnection@Windstream.com. A Collocation Application Form requires Level 3 to complete the Application/Inquiry process described in § 7.5 preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in § 15.0, following. The Collocation Application Form must be received by Windstream no later than thirty (30) days after Windstream's response to Level 3's Application/Inquiry. Space preparation for the Collocation Space will not begin until Windstream receives the Collocation Application Form and all applicable fees.

7.9 Level 3 shall bear all costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate Level 3's request(s) for physical collocation. For this Section, support mechanisms provided by Windstream may include, but not be limited to

heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. Windstream will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise Level 3 of delays. Level 3 agrees Windstream shall not be liable to Level 3 for delays in providing possession of the Collocation Space.

- 7.10 Pursuant to the terms contained in this Attachment, Windstream shall construct an equipment arrangement enclosure in increments of one hundred (100) square feet, with a minimum of one hundred (100) square feet.
- 7.11 Level 3 equipment or operating practices representing a significant demonstrable technical threat to Windstream's network or facilities, including the building, is strictly prohibited.
- 7.12 Notwithstanding any other provision hereof, the characteristics and methods of operation of any equipment or facilities placed in the Collocation Space shall not interfere with or impair service over any facilities of Windstream or the facilities of any other person or entity located in the building; create hazards for or cause damage to those facilities, the Collocation Space, or the building; impair the privacy of any communications carried in, from, or through the building; or create hazards or cause physical harm to any individual or the public. Any of the foregoing events would be a material breach of this Attachment.
- 7.13 Windstream will permit interconnection between two collocated local service providers at the rates specified in § 15.9 Direct Connection. Windstream will provide nothing more than the labor and physical structure(s) necessary for the local service providers to pull facilities provided by one local service provider from its collocation node to the collocation node of another local service provider. If the local service providers are not located on the same floor, Windstream will perform the cable pull on a time and materials basis, in addition to the charges specified in § 15.0 of this Attachment. At no time, in connection with such interconnection with other local service providers, will the local service providers be allowed access to any portion of the central office other than the collocation area. Windstream will not make the physical connection within the local service provider's collocation node. Windstream will not accept any liability for the cable or the connections and Windstream will not maintain any records concerning these connections.
- 7.14 Subject to this Attachment, Level 3 may place or install in or on the Collocation Space such fixtures and equipment as it shall deem desirable for the conduct of business. Personal property, fixtures and equipment placed by Level 3 in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Level 3 at any time. Level 3 shall promptly repair any damage caused to the Collocation Space by the removal of such property at its expense.
- 7.15 In no case shall Level 3 or any person purporting to be acting through or on behalf of Level 3 make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the building without the advance written permission and direction of Windstream. Windstream shall consider a modification, improvement, addition, repair, or other alteration requested by Level 3, provided that Windstream shall have the right to reject or modify any such request. Level 3 shall pay the cost of any such construction in accordance with Windstream's then-standard custom work order process.

8.0 Standards

- 8.1 The Parties warrant that the services provided hereunder this Attachment is made available subject to and in accordance with the Bellcore Network Equipment Building System (NEBS) Generic

Requirements and the National Electric Code Standards. However, if such reference material is substantially altered in a more recent version to significantly change the obligations of Level 3 as of the Effective Date of this Attachment and the Parties are not in Agreement concerning such modifications, the Parties agree to negotiate in good faith to determine how such changes will impact performance of the Parties under this Attachment, if at all. Until such time as the Parties agree, the provisions of the last accepted and unchallenged version will remain in force. This condition shall not apply to any statutory and/or regulatory requirements in effect at the execution of this Attachment or that subsequently become effective and then when effective shall also apply to this Attachment regardless of Level 3 concurrence. Level 3 shall strictly observe and abide by each.

8.2 Level 3 warrants and represents compliance with the Bellcore Network Equipment Building System (NEBS) Generic Requirements for each item set forth on the application form. Level 3 also warrants and represents that any equipment or facilities that may be placed in the Collocation Space pursuant to § 7.6 shall be so compliant.

8.2.1 DISCLOSURE OF ANY NON-COMPLIANT ITEM ON THE APPLICATION FORM, PURSUANT TO § 7.6, OR OTHERWISE SHALL NOT QUALIFY THIS ABSOLUTE CERTIFICATION IN ANY MANNER.

9.0 Responsibilities of Level 3

9.1 Level 3 is responsible for providing to Windstream personnel a contact number for Level 3 technical personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

9.2 Level 3 is responsible for providing trouble report status when requested by Windstream.

9.3 Regeneration of either DS1 or DS3 signal levels must be provided by Level 3, or Windstream under its then-standard custom work order process, including payment requirements prior to the installation of the regeneration equipment. Level 3 must provide any regeneration caused by cross-office extension.

9.4 A vendor who has been approved as a Windstream certified vendor to perform all engineering and installation work must install all equipment. Windstream shall provide Level 3 with a list of certified vendors upon request. The certified vendor shall be responsible for installing Level 3's equipment and components, extending power cabling to the Windstream power distribution frame, performing operational tests after installation is complete and notifying Windstream's engineers and Level 3 upon successful completion of installation. The certified vendor shall bill Level 3 directly for all work performed for Level 3 pursuant to this Attachment and Windstream shall have no liability for nor responsibility to pay such charges imposed by the certified vendor. Equipment ownership, maintenance and insurance are the full responsibility of Level 3. Level 3 will be responsible for servicing, supplying, installing, repairing, and maintaining the following facilities within the Collocation Space:

9.4.1 Entrance Facilities;

9.4.2 Level 3 Equipment;

9.4.3 Required Point of Termination Cross Connects;

9.4.4 Point of Termination maintenance, including replacement of fuses and circuit breaker restoration, if and as required;

9.4.5 The connection cable(s) and associated equipment which may be required within the Collocation Space to the point(s) of termination.

Windstream NEITHER ACCEPTS NOR ASSUMES ANY RESPONSIBILITY WHATSOEVER IN ANY OF THESE AREAS.

- 9.5 Level 3 is responsible for immediate verbal notification to Windstream of significant outages or operations problems which could impact or degrade Windstream's network, switches, or services, and for providing an estimated clearing time for restoral. In addition, written notification must be provided within twenty-four (24) hours.
- 9.6 Level 3 is responsible for coordinating with Windstream to ensure that services are installed in accordance with the service request.
- 9.7 Level 3 is responsible for testing, to identify and clear a trouble when the trouble has been isolated to an Level 3 provided facility or piece of equipment. If Windstream testing is also required, it will be provided at charges specified in Windstream's F.C.C. Tariff No. 1.

10.0 Assignment

- 10.1 Level 3 shall not assign, sublet, or otherwise transfer this Attachment, neither in whole nor in part, or permit the use of any part of the Collocation Space by any other person or entity, without the prior written consent of Windstream. Any purported assignment or transfer made without such prior written consent shall be deemed a material breach of this Attachment and voidable at the option of Windstream. Level 3 shall not permit any third party to jointly occupy the Collocation Space. Level 3 acknowledges that this Attachment does not convey any right, title or interest in the Central Office to Level 3.

11.0 Casualty Loss

- 11.1 If fire or other casualty damages the Collocation Space, and the Collocation Space is not rendered untenantable in whole or in part, Windstream shall repair the same at its expense (as hereafter limited) and the rent shall not be abated. If the Collocation Space is rendered untenantable in whole or in part and such damage or destruction can be repaired within ninety (90) days, Windstream has the option to repair the Collocation Space at its expense (as hereafter limited) and rent shall be proportionately abated while Level 3 was deprived of the use. If the Collocation Space cannot be repaired within ninety (90) days, or Windstream opts not to rebuild, then this Attachment shall (upon notice to Level 3 within thirty (30) days following such occurrence) terminate as of the date of such damage.
- 11.2 Any obligation on the part of Windstream to repair the Collocation Space shall be limited to repairing, restoring and rebuilding the Collocation Space as originally prepared for Level 3 and shall not include any obligation to repair, restore, rebuild or replace any alterations or improvements made by Level 3 or by Windstream to the Collocation Space at the request of Level 3; or any fixture or other equipment installed in the Collocation Space by Level 3 or by Windstream on request of Level 3.
- 11.3 In the event that the Building shall be so damaged by fire or other casualty that closing, demolition or substantial alteration or reconstruction thereof shall, in Windstream's opinion, be necessary, then, notwithstanding that the Collocation Space may be unaffected thereby, Windstream, at its option, may terminate this Attachment by giving Level 3 ten (10) days prior written notice within thirty (30) days following the date of such occurrence, if at all possible.

12.0 Limitation of Liability

- 12.1 In addition to the General Terms and Conditions, § 8.0 Liability and Indemnification, § 12.0 Limitation of Liability shall also apply.
- 12.2 Level 3 acknowledges and understands that Windstream may provide space in or access to the building to other persons or entities (“Others”), which may include competitors of Level 3; that such space may be close to the Collocation Space, possibly including space adjacent to the Collocation Space and/or with access to the outside of the Collocation Space; and that the collocation node around the Collocation Space is a permeable boundary that will not prevent the Others from observing or even damaging Level 3 equipment and facilities. In addition to any other applicable limitation, Windstream shall have absolutely no liability with respect to any action or omission by any Other, regardless of the degree of culpability of any such Other, and regardless of whether any claimed Windstream liability arises in tort or in contract. Level 3 shall save and hold Windstream harmless from any and all costs, expenses, and claims associated with any such acts or omission by any other acting for, through, or as a result of Level 3.

13.0 Services, Utilities, Maintenance and Facilities

- 13.1 Windstream, at its sole cost and expense, shall maintain the customary building services; utilities (excluding telephone facilities), including janitor and elevator services, twenty-four (24) hours a day. Level 3 shall be permitted to have a single-line business telephone service for the Collocation Space subject to applicable Windstream tariffs.
- 13.2 Windstream will provide negative DC and AC power, back-up power, heat, air conditioning, ventilation and other environmental support necessary for Level 3 equipment, in the same manner that it provides such support items for its own equipment within that Wire Center. Additionally, Windstream shall provide smoke/fire detection and any other building code requirements.
- 13.3 Windstream shall maintain the exterior of the Building and grounds, and all entrances, stairways, passageways, and exits used by Level 3 to access the Collocation Space.
- 13.4 Windstream agrees to make, at its expense, all changes and additions to the Collocation Space required by laws, ordinances, orders or regulations of any municipality, county, state or other public authority including the furnishing of required sanitary facilities and fire protection facilities, except fire protection facilities specially required because of the installation of telephone or electronic equipment and fixtures in the Collocation Space.
- 13.5 Windstream will not provide Level 3 with guaranteed parking. Level 3 is required to park in public parking.
- 13.6 Where available without a security escort, Windstream shall provide access to eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for Level 3 personnel and its designated agents. Immediate access will be given to eyewash stations in an emergency situation. In situations which require a security escort, Level 3 shall be assessed the appropriate security escort fees.

14.0 Compliance with Laws

- 14.1 Level 3 and all persons acting through or on behalf of Level 3 shall comply with the provisions of the Fair Labor Standards Act, the Occupational Safety and Health Act, and all other applicable federal, state, county, and local laws, ordinances, regulations and codes (including identification

and procurement of required permits, certificates, approvals and inspections) in its performance hereunder.

15.0 Rates and Charges

15.1 Level 3 shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto. Any collocation element requested by Level 3, or that is needed for the operation of Level 3's collocation space, not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on a individual case basis ("ICB").

15.2 Application Fee

Level 3 shall submit to Windstream an Application fee to cover the work involved in developing a quotation for Level 3 for the total costs involved in its collocation request for one (1) Wire Center. Level 3 must pay the Application Fee to Windstream prior to Windstream beginning any collocation work for Level 3. The Application Fee is non-refundable.

15.3 Subsequent Application Fee

Windstream requires the submission of an Application Fee for modifications to an existing arrangement.

15.4 Buildout Space Preparation Fee

The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. This charge may vary depending on the location and the type of arrangement requested.

15.5 Cable Installation Fee

The Cable Installation Charge applies for each cable ordered within a location. Cable installation involves activities associated with pulling the fiber cable from the interconnection point to the terminating equipment or the vault, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. The Cable Installation Charge will not apply on subsequent orders within the same location for Level 3 if Level 3 and Windstream jointly determine that efficient cable facilities exist to accommodate the subsequent Physical Collocation arrangement(s).

15.6 Cable Support Structure

The Cable Support Structure monthly recurring charge applies for the use of conduit from the point of interconnection to the cable vault or other central office entrance, and for entrance and riser cable rack space.

15.7 Floor Space

The floor space charge includes charges for lighting, heat, air conditioning, ventilation, amperage and other allocated expenses associated with maintenance of the Central Office. When walls or other divider encloses the Collocation Space, Level 3 shall pay floor space charges based upon the number of square feet so enclosed. Floor space charges are due beginning with the date on which Windstream releases the Collocation Space for occupancy or on the date Level 3 first occupies the Collocation Space, whichever is sooner.

15.8 Power

This provides 48 volt DC A and B power and ground feeds from the local power panel to Level 3's collocated space. Power feeds are provided in forty (40) ampere increments. A separate ground cable for the Level 3 collocated space will also be provided.

15.9 Security Escort

A security escort will be required whenever Level 3 or its approved agent desires access to the entrance manhole or must traverse a restricted area within Windstream's central office. Rates for a Windstream security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A: Collocation Pricing. A request resulting in the dispatch of a Windstream employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three (3) hours.

16.0 Insurance

16.1 Level 3 shall, at its sole cost and expense, procure, maintain, pay for and keep in force the insurance as specified in this Section underwritten by insurance companies licensed to do business in the state where physical collocation is offered, and Level 3's insurance company's rating need not be higher than what Windstream requires of its own underwriters. So long as Level 3 has assets that equal or exceed ten billion dollars (\$10,000,000,000.00) all or any portion of the insurance required may be effected by a plan of self-insurance. As appropriate, Windstream shall be named as an additional insured and/or as a loss payee on all applicable policies.

16.2 Types of Coverage and Limits

16.2.1 Commercial general liability, including contractual liability, insuring against liability for personal injury and property damage in an amount not less than one million dollars (\$1,000,000.00) combined single limit per occurrence, naming Windstream as an additional insured. The insurance shall also contain coverage for bodily injury and property damage, with a policy aggregate of not less than one million dollars (\$1,000,000.00). Said coverage shall include premises operations, independent contractors, products/completed operations, broad form property, and personal injury endorsements.

16.2.2 Umbrella/excess liability coverage in an amount not less than five million dollars (\$5,000,000.00) excess of coverage specified in § 16.2.1 proceeding.

16.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in an amount not less than one million dollars (\$1,000,000.00) each employee by accident and disease.

16.2.3 Level 3 may elect to purchase business interruption and contingent business interruption insurance, having been advised that Windstream assumes no liability for loss of profit or revenues should an interruption of service occur.

16.2.4 All risk property coverage on a full replacement cost basis insuring all of Level 3's personal property situated on or within Windstream location(s). Level 3 may also elect to purchase business interruption or contingent business interruption insurance, knowing that Windstream has no liability for loss of profit or revenues should an interruption of service occur.

- 16.2.5 Level 3 may purchase and secure such other and further insurance coverage as it may deem prudent and the Parties shall cooperate with each other and their respective insurance providers to review and coordinate such insurance coverage so as to avoid unneeded or duplicative coverage.
- 16.3 The limits set forth in § 16.2 above may be increased by Windstream from time to time during the term of the Attachment upon thirty (30) days notice to Level 3 to at least such minimum limits as shall then be customary with respect to comparable occupancy of Windstream structures.
- 16.4 All policies purchased by Level 3 shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Windstream.
- 16.5 All insurance must be in effect on or before the date equipment is delivered to Windstream's Central Office and shall remain in effect for the term of this Attachment or until all Level 3 property has been removed from Windstream's Central Office, whichever period is longer. If Level 3 fails to maintain required coverage, Windstream may pay the premiums thereon and seek reimbursement of it from Level 3.
- 16.6 Level 3 releases Windstream from and waives any and all right of recovery, claim, action or cause of action against Windstream, its agents, directors, officers, employees, independent contractors, and other representatives for any loss or damage that may occur to equipment or any other personal property belonging to Level 3 or located on or in the space at the instance of Level 3 by reason of fire or water or the elements or any other risks would customarily be included in a standard all risk casualty insurance policy covering such property, regardless of cause or origin, including negligence of Windstream, its agents, directors, officers, employees, independent contractors, and other representatives. Property insurance on Level 3 fixtures and other personal property shall contain a waiver of subrogation against Windstream, and any rights of Level 3 against Windstream for damage to Level 3 fixtures or personal property are hereby waived. Level 3 may also elect to purchase business interruption and contingent business interruption insurance, knowing that Windstream has no liability for loss of profit or revenues should an interruption of service occur.
- 16.7 Level 3 shall submit certificates of insurance and copies of policies reflecting the coverage specified above prior to the commencement of the work called for in this Attachment. Level 3 shall arrange for Windstream to receive thirty (30) days advance written notice from Level 3 insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.
- 16.8 Level 3 must also conform to the recommendation(s) made by Windstream's insurance company.
- 16.9 Failure to comply with the provisions of this Section will be deemed a material violation of this Attachment.

17.0 Windstream's Right of Way

- 17.1 Windstream, its agents, employees, and other Windstream-authorized persons shall have the right to enter the Collocation Space at any reasonable time to examine its condition, make repairs required to be made by Windstream hereunder, and for any other purpose deemed reasonable by Windstream. Windstream may access the Collocation Space for purpose of averting any threat of harm imposed by Level 3 or its equipment or facilities upon the operation of Windstream equipment, facilities and/or personnel located outside of the Collocation Space. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ATTACHMENT 8: VIRTUAL COLLOCATION

1.0 Service Description

- 1.1 This Attachment sets forth terms and conditions that provide Level 3 the capability to collocate Customer provided transmission, concentration and multiplexing equipment at a Windstream wire center or other designated Windstream premises for use as permitted under this contract or other authorized uses provided pursuant to applicable tariffs. Level 3 may terminate basic fiber optic transmission facilities at Windstream's premises for connection to their designated equipment or may lease facilities from Windstream. The terms and conditions of Attachment 8: Virtual Collocation, are in addition to those of the General Terms and Conditions, that are applicable to the direct interconnection arrangements, maintenance, repair, and support of the direct interconnection of Level 3's network to Windstream's network at specific locations established in accordance with the terms of this Attachment (Windstream Virtual Collocation Service). To the extent that any provisions of this Attachment are inconsistent with the applicable express requirements, if any, of the FCC rules on collocation and other applicable law, the Parties agree to amend this Attachment so as to conform it to the applicable express requirements of the FCC rules and other applicable law.
- 1.2 Windstream Virtual Collocation Service is provided at central offices, tandems or remote nodes/switches designated by Windstream ("Locations"). Level 3 will install fiber optic cable up to a Windstream designated Interconnection Point(s) (IP) that will be located outside of the Location, such as a manhole, as indicated and defined in the Attachment Network Interconnection. Level 3 will provide Windstream sufficient length of fiber at the Interconnection Point to extend between the IP and the Location (Entrance Fiber). Windstream will purchase the Entrance Fiber under the provisions of 2.1 following, and will install the Entrance Fiber into the Location for connection to the Virtual Collocation transmission equipment that may be allowed under this Attachment. If multiple entry points are available, and Level 3 so desires, multiple entry points will be provided to Level 3.
- 1.3 Windstream Virtual Collocation Service will be made available subject to the availability of space and facilities in each Location. Level 3 acknowledges that Windstream does not offer Expanded Interconnection as that term is defined by the FCC and will not use the Windstream Virtual Collocation Service to aggregate traffic or to provide access services
- 1.4 General provisions, rates and charges applicable to all Windstream Virtual Collocation Services are contained in this Attachment.

2.0 General Provisions

- 2.1 In order to ensure the compatibility of the transmission capabilities of the facilities and equipment used in the provision of Windstream Virtual Collocation Service, such equipment and facilities, including the Entrance Fiber, associated riser cable/fiber, terminal transmission equipment, plug-ins, software, unique tools and test equipment will be provided by Level 3.
- 2.2 Title
 - 2.2.1 Level 3 agrees to sell to Windstream all the equipment and support structure components required to provision and maintain/repair Windstream Virtual Collocation on an ongoing basis, for the sum of one dollar (\$1.00).
 - 2.2.2 Upon the termination or expiration of this Agreement or any Virtual Collocation arrangement, Windstream agrees to sell to Level 3 for the sum of one dollar (\$1.00), all

the equipment and support structure components which were sold to Windstream pursuant to §2.2.1 above.

- 2.2.3 This Agreement does not convey to Level 3 any right, title, or interest in Windstream facility; interconnection space; cable space; cable racking; vault or conduit space used in the provisioning of a Windstream Virtual Collocation arrangement.
- 2.3 The Parties will designate the IP in proximity to the premises, which is normally an entrance manhole. Windstream reserves the right to prohibit all equipment and facilities, other than cable, within its entrance manholes. No splicing will be permitted in the entrance manhole. Level 3 must provide a length of underground fiber optic cable in the entrance manhole specified by Windstream which is of sufficient length to be pulled through the conduit and into the cable vault splice locations. Level 3 is responsible for placement of the fiber optic facility within the manhole and for the maintenance of the fiber optic cable(s) on Level 3's side of the IP. Before placing the fiber optic facility in the manhole, Level 3 will contact Windstream for instructions. Level 3 agrees to comply with the Windstream's safety and security rules. Access to the manhole is covered by the terms and conditions as may be specified by Windstream.
- 2.4 Windstream will pull the Entrance Fiber from the IP to the cable vault where the cable will be spliced to fire retardant riser cable, which Windstream will install.
- 2.5 Level 3 must provide the fiber transmission equipment that Windstream will purchase and use pursuant to paragraph 2.1 preceding to provision the Windstream Virtual Collocation Service. Level 3 provided equipment must comply with the Bellcore Network Equipment Building System (NEBS) General Equipment Requirements and National Electrical Code standards. Additionally, this equipment must comply with any local, state or federal statutory and/or regulatory requirements in effect at the time or subsequent to equipment installation.
- 2.6 Level 3 is responsible for providing the fiber transmission equipment, e.g., fiber optic terminals, DS3/DS1 channelization equipment, fiber terminating device. Level 3 must also specify all software options for the transmission equipment and associated plug-ins. In addition, Level 3 shall provide the following:
- 2.6.1 All necessary plug-ins/circuit packs (both working and spare) including any required options that must be physically set on the plug-ins.
- 2.6.2 All unique tools and test equipment.
- 2.6.3 Initial and subsequently added equipment should be sized and equipped to handle a minimum of 12 months forecasted growth.
- 2.6.4 Rack mounted storage unit to house spare plug-ins, tools, and test equipment. Any desired equipment for remote monitoring and control.
- 2.6.5 Fuse panel(s) with sufficient capacity for all Windstream Virtual Collocation transmission equipment.
- 2.6.6 Network facility rack(s), i.e., relay racks, to mount all of the above referenced equipment and Company-provided interconnection panel(s).
- 2.7 Any equipment provided under §2.5 preceding shall be provided to Windstream in accordance with §2.1 preceding.
- 2.8 Performance monitoring alarm monitoring and software cross-connect control of all facilities and equipment used in provisioning an arrangement will be the responsibility of Level 3. Level 3 will

be responsible for initiating maintenance/repair requests for said facilities and equipment, pursuant to §8.0 following.

- 2.9 If Level 3 desires Windstream to provide the transport for monitoring and control functions, such transport will be ordered and billed pursuant to the applicable Windstream service tariff provisions.
- 2.10 Windstream will have responsibility for installation and maintenance/repair of the facilities and equipment used to provide Virtual Collocation from the IP up to and including the fiber transmission equipment.
- 2.11 Windstream will work cooperatively with Level 3 to facilitate joint testing and maintenance/repair related activities.
- 2.12 Level 3 will be responsible for notifying Windstream of significant outages of any portion of its network, which could impact or degrade Windstream switches and services. Level 3 will also provide, if possible, an estimated time for restoral.
- 2.13 Troubles reported to or observed by Level 3 should be tested and isolated by Level 3 prior to reporting the trouble to Windstream.
- 2.14 Windstream or a Windstream-authorized vendor must perform all installation work performed on behalf of Level 3. Authorization procedures may be obtained from Windstream upon request.
- 2.15 Windstream will provide, at rates set forth in §13.0 following, dc Power with generator and/or battery back-up, heat, air conditioning and other environmental support to Level 3's designated equipment in the same standards and parameters required for Windstream equipment. Level 3 will provide Windstream with specifications for any non-standard or special requirements at the time of application. Windstream reserves the right to assess Level 3 any additional charges on an individual case basis associated with complying with the requirements or to refuse an application where extensive modifications are required.

3.0 Limitations on Provision of Service

- 3.1 The following provisions address Windstream Virtual Collocation Service interconnections to the Windstream network and service prohibitions for Windstream Virtual Collocation Service:
 - 3.1.1 Level 3 will not have access to the Windstream buildings, except as provided in §3.1.2 following.
 - 3.1.2 A Windstream security escort will accompany Level 3 from the interconnection point outside of the Windstream Virtual Collocation location. The security escort will be provided at Level 3's expense in accordance with charges described in §13.0 following.
 - 3.1.3 Level 3 will not interconnect at less than DS1/DS3 level high capacity services within the Premises
- 3.2 Windstream is not responsible for the design, engineering, or performance of Level 3s designated termination equipment and Level 3 provided facilities for Virtual Collocation Service.
- 3.3 Windstream is not required to purchase additional plant or equipment, to relinquish floor space or facilities designated for internal use, to undertake construction of new wire centers or premises, or to construct additions to existing wire centers or premises to satisfy a Customer request.

4.0 Ordering Services

- 4.1 Level 3 shall complete and provide to Windstream a written application requesting a Windstream Virtual Collocation service arrangement and an application fee per request, per location. Details on the specific requirements of the requested Windstream Virtual Collocation arrangement, including interconnect drawings technical specifications, monitor and control design and other equipment related documentation, must be provided with the written application.
- 4.2 Windstream will process applications for Windstream Virtual Collocation arrangement on a first-come, first-serve basis by location as determined through the receipt of the application fee.
- 4.3 Windstream will accept letters of agency in conjunction with an application for Windstream Virtual Collocation.
- 4.4 Upon receipt of the application fee, Windstream will conduct the following design and planning activities:
 - 4.4.1 Engineering record search and review to determine availability of conduit, rack, floor space and multiple entry points.
 - 4.4.2 Determination of requirements of the requested Windstream Virtual Collocation design.
 - 4.4.3 Administrative activities required to process the application.
- 4.5 Once Windstream has completed the design and planning activities, Level 3 will be informed of the floor space and power requirements. Within thirty (30) days Windstream will provide to Level 3 a list of vendors certified to perform equipment installations.
- 4.6 Level 3 shall have thirty (30) days from receipt of the information to place a firm order.
- 4.7 Windstream's engineering and other labor time associated with establishing and maintaining Windstream Virtual Collocation Service will be billed under the provisions of §10.0 following.
- 4.8 Level 3 agrees to meet with Windstream on an as needed basis to review the design and work plans and schedules for the installation of the equipment and facilities. Level 3 is responsible for ordering electronics. Windstream is responsible to provide installation within a thirty (30) day interval once Windstream has taken receipt of the electronics.

5.0 Service Activation

- 5.1 Windstream will notify Level 3 in writing upon completion of the installation work and prior to activating the Windstream Virtual Collocation arrangement.
- 5.2 Windstream will provide Level 3 with the circuit identifications associated with the terminating transmission equipment as well as specific location of the equipment, e.g., Windstream Virtual Collocation location, bay location, shelf, etc., at the time of installation.
- 5.3 Windstream will utilize existing test equipment, or Level 3 unique test equipment, for acceptance and repair in cooperation with Level 3.

6.0 Training

- 6.1 If Level 3 selects terminating transmission equipment hardware and/or software which is not currently in use in the Windstream location where Windstream Virtual Collocation will be provided, Level 3 will be responsible for payment of the charges as set forth in Appendix A following, for any necessary training for Windstream personnel needed to repair said equipment. Additionally, Level 3 will be responsible for payment of any applicable tuition fees associated with said training.
- 6.2 In the event that Level 3 does not provide the necessary training to enable Windstream personnel to repair said equipment, Windstream may call a certified vendor to make repairs of said equipment. Level 3 will reimburse Windstream for any charges submitted by the certified vendor for repair of said equipment. In addition, charges for security escort will apply as set forth in Appendix A following.

7.0 Inspections

- 7.1 Level 3 shall call to schedule a time to enter the Windstream Virtual Collocation location(s) for the purpose of inspecting the terminating transmission equipment dedicated for its use. An Windstream security escort will accompany Level 3 during said inspections at the expense of Level 3. Security escort rates are as set forth in Exhibit A following.

8.0 Maintenance

- 8.1 Except in emergency situations, the fiber optic cable facilities and terminating transmission equipment will be maintained/repared only upon request of Level 3. In an emergency, Windstream will use reasonable efforts to notify Level 3, but nevertheless may perform such maintenance/repair as deemed necessary without prior notification or request. When initiating maintenance/repair requests on equipment, Level 3 must provide Windstream with the associated circuit identifications and specific location of the Windstream Virtual Collocation equipment, as well as a detailed description of the trouble. Charges for maintenance/repair performed upon request from, or on behalf of, Level 3 will be billed to Level 3 on a time and material basis. No charges will be assessed to Level 3 for maintenance if said maintenance is required as a result of negligence or willful misconduct on the part of Windstream or from incidental damage resulting from Windstream activities. Level 3 is responsible for providing equipment required for maintenance/repair spares under the terms of §2.0 of this Attachment.
- 8.2 All maintenance/repair on Windstream Virtual Collocation terminating transmission equipment will be performed by Windstream.

9.0 Insurance and Liability Requirements

- 9.1 Risk of loss with respect to the collocation equipment shall remain with Level 3 throughout the term of this Agreement, and Level 3 shall obtain and maintain insurance in such amounts and with respect to such coverage as to adequately compensate Level 3 in the event of loss or damage to the equipment. Level 3 shall assure that any such insurance policies provide for a waiver of subrogation by the insurer with respect to any such loss.

10.0 Rate Elements

- 10.1 Level 3 shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto. Any collocation element requested by Level 3, or that is needed for the operation of Level 3's collocation space, not contained in this Attachment or Exhibit A: Collocation Pricing will be handled on a individual case basis ("ICB").
- 10.2 An Application Fee in the amount specified in Appendix A following must be submitted with Level 3's application for Windstream Virtual Collocation Service. The first-come, first-served policy of processing applications for Windstream Virtual Collocation arrangements will be determined based upon the order of receipt of applications for Windstream Virtual Collocation Service along with the Application Fee. The Application Fee will be used for design and planning activities which include an engineering record search for conduit, rack, and floor space availability and a determination of requirements for the requested Windstream Virtual Collocation design. An Application Fee is required with each Windstream Virtual Collocation arrangement application submitted per location. If more than one Windstream Virtual Collocation arrangement is ordered at the same location on the initial Windstream Virtual Collocation arrangement application, then only one Application Fee will apply. A subsequent application for an additional arrangement within the same location must be submitted with another Application Fee.
- 10.3 The Cable Installation Charge applies for each Windstream Virtual Collocation cable ordered within a location. Cable installation involves activities associated with pulling the Entrance Fiber from the IP to the Windstream Virtual Collocation Service fiber equipment, installing fire retardant riser cable, and splicing the entrance fiber cable to the riser cable. Payment of the Cable Installation Charge must be made prior to Windstream commencing work on the Windstream Virtual Collocation arrangement work order. The Cable Installation Charge will not apply on subsequent Windstream Virtual Collocation arrangement orders within the same location for Level 3 if the Parties jointly determine that efficient cable facilities exist to accommodate the subsequent Windstream Virtual Collocation Service.
- 10.4 The Cable Support Structure monthly recurring charge applies for the use of conduit from the IP to the cable vault or other central office entrance, and for entrance and riser cable rack space.
- 10.5 The DC power charge is a monthly recurring charge associated with the provision of DC power to Level 3's designated equipment for virtual collocation. The DC power charge applies on a per 40 amp increment.
- 10.6 The maintenance charge is a monthly recurring charge associated with maintenance of the Customer designated termination equipment. The charge is applicable per base module.
- 10.7 The engineering/installation charge is associated with work performed by Windstream to determine space requirements, engineer adequate amounts of power to the equipment, and ensure adequate fire protection and install Customer designated termination equipment for virtual collocation. An engineering/installation charge is applicable for the installation of the base unit and each DSX or OCN card.
- 10.8 A security escort is provided to Level 3 whenever Level 3, or approved agent, desires access to the entrance manhole or to inspect the fiber transmission equipment. Charges for a security escort are assessed in half-hour increments as Basic, Overtime, or Premium Time charges. A request resulting in the dispatch of a Windstream employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of three hours.
- 10.9 When the leased equipment (hardware and/or software) is identical to that already in use in the Windstream location no training charges are applicable. When Level 3 equipment (hardware and/or software) is not identical to that already in use in the Windstream location, charges as set forth in Appendix A are applicable.

EXHIBIT A: COLLOCATION PRICING

Physical Collocation

<u>Rate Element Description</u>		<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
-			
Application Fee	Per arrangement. Per C.O.		\$3,832.72
Subsequent Application Fee	Per arrangement. Per C.O.		\$2,303.92
Buildout Space Preparation Fee	ICB per Hour		\$46.80
Cable Installation Fee	Per cable		\$1,954.86
Cable Support Structure	Per 50 feet of cable	\$5.96	\$0.00
Floor Space Rental	Per square foot	\$2.99	\$0.00
Caged Floor Space Rental	Per square foot	\$4.24	\$0.00
48 Volt Power	Per ampere, Per month	\$11.69	\$17.33
48 Volt Power Cable	Per foot, Per month	\$0.19	\$0.00
Security Escort	Per half hour		
- Basic			\$22.99
- Overtime			\$34.49
- Premium			\$45.98
Cross Connect			
DSO, 2-Wire		\$0.68	\$91.74
DSO, 4-Wire		\$1.36	\$91.74
DS1		\$5.14	\$174.11
DS3		\$43.16	\$174.11
OC3		\$29.00	\$185.61
Direct Connection			
Fiber Arrangement	Per cable, Per linear foot	\$0.080	
- with Initial Application	Per arrangement		\$704.74
- subsequent to Application	Per arrangement		\$677.34
Copper or Coaxial Arrangement	Per cable, Per linear foot	\$0.038	

- with Initial Application	Per arrangement	\$704.74
- subsequent to Application	Per arrangement	\$677.34

Virtual Collocation

<u>Rate Element Description</u>		<u>Monthly Recurring Charge</u>	<u>Nonrecurring Charge</u>
Application Fee	NRC (per arrangement, per C.O.)		\$3,832.72
Cable Installation	NRC (per cable)		\$1,954.86
Cable Support Structure	RC (per 50 feet of cable)	\$5.96	\$0.00
DC Power Charge	RC (per Amp, 40 minimum)	\$11.69	\$17.33
Engineering/Installation Charge	NRC (per base module) NRC(per DSX/OCN Card)		ICB ICB
Entrance Cable			
OSP to FDF Termination	RC (per 2 fiber)	\$3.11	\$0.00
OSP FDF to Virtual Arrangement	RC (per 2 fiber)	\$5.22	\$0.00
Cross Connect			
DS1	RC (per cross-connect)	\$3.86	\$174.11
DS3	RC (per cross-connect)	\$39.21	\$174.11
OC3	RC (per cross-connect)	\$27.63	\$185.61
Security Escort			
- Basic	NRC - (ICB per 1/2 Hour)		\$22.99
- Overtime	NRC - (ICB per 1/2 Hour)		\$34.49
- Premium	NRC - (ICB per 1/2 Hour)		\$45.98
Training			
Per Trainee Living Expenses	NRC - (ICB per Day)		ICB
Labor rate, First 1/2 hour and each additional 1/2 or fraction thereof			
Basic Time	NRC - (ICB per 1/2 Hour)		\$22.99
Overtime	NRC - (ICB per 1/2 Hour)		\$34.48
Premium Time	NRC - (ICB per 1/2 Hour)		\$45.98
Air Fare/Travel Expense	NRC - (ICB per trip)		ICB

ATTACHMENT 12: COMPENSATION

1.0 Introduction

- 1.1 For purposes of compensation under this Agreement, the traffic exchanged between the Parties will be classified as one of six types: Local Traffic, ISP Bound Traffic, IntraLATA Interexchange Traffic, InterLATA Interexchange Traffic, Transit Traffic or Toll VOIP Traffic. The Parties agree that, notwithstanding the classification of traffic by Level 3 with respect to its End Users, the classification of traffic provided in this Agreement shall control with respect to compensation between the Parties under the terms of this Agreement. The provisions of this Attachment shall not apply to services provisioned by Windstream to Level 3 as local Resale Services.
- 1.2 Calls originated by Level 3 and terminated to Windstream (or vice versa) will be classified as "Local Traffic" under this Agreement if: (i) the call originates and terminates in the same Windstream Exchange; or (ii) originates and terminates within different Windstream Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory expanded local calling scopes as specified or defined by Windstream tariffs. ISP Bound Traffic is not included in the compensation of Local Traffic. The terms "originate" and "terminate" refer to the end points of the call, regardless of the classification of the Party's End User.
- 1.3 The Parties agree to reciprocally exchange ISP Bound Traffic between their networks. Each Party shall bill its end-users for such ISP Bound Traffic and will be entitled to retain all revenues from such ISP Bound Traffic without payment or further compensation to the other Party.
- 1.4 Traffic, other than ISP Bound Traffic and Local Traffic, shall be terminated to a Party subject to that Party's tariffed access charges.
- 1.5 The Parties agree that all traffic, other than ISP Bound Traffic, Local Traffic and Toll VoIP, that is terminated on the public switched network, regardless of the technology used to originate or transport such traffic, will be assessed either interstate or intrastate (depending on the end points of the call) terminating charges at the rates provided in the terminating Party's access tariff.

2.0 Responsibilities of the Parties

- 2.1 Each Party will be responsible for the accuracy and quality of the data it submits to the other Party.
- 2.2 Each Party will provide the other Party the originating Calling Party Number (CPN) with respect to each call terminated on the other Party's network to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN.
- 2.3 Neither Party shall knowingly strip, modify or alter any of the data signaling or billing information provided to the other Party. For purposes of this section, the Party sending traffic is deemed to know signaling information has been stripped, modified or altered if 1) the traffic is originated by the sending Party's end users or 2) the Party sending traffic has been informed by the Party receiving traffic that the signaling information has been stripped, modified or altered. In the event a Party knows signaling information has been stripped, modified or altered or knowingly strips, modifies or alters any of the data signaled or strips, modifies or alters any of the billing information provided to the other Party, such event will be a material breach of this Agreement.

- 2.4 Each Party shall identify and make available to the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of this Attachment.
- 2.5 All calls exchanged without CPN will be billed as IntraLATA Interexchange Traffic, if the failure to transmit CPN is not caused by technical malfunctions. In the event that technical malfunctions result in lack of transmission of CPN, the Parties will cooperate in attempting to resolve such technical malfunctions and the Parties will develop and utilize mutually agreeable surrogate methods for determining compensation that shall be utilized until the technical malfunctions are resolved.

3.0 Reciprocal Compensation for Termination of Local Traffic

- 3.1 Each Party will be compensated for the exchange of Local Traffic, as defined in §1.2 of this Attachment, in accordance with the provisions of §3.0.
- 3.2 The Parties agree to reciprocally exchange Local Traffic between their networks. Each Party shall bill its end-users for such traffic and will be entitled to retain all revenues from such traffic without payment of further compensation to the other Party.
- 3.3 Any traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points (end-to-end points), are in different local calling areas as defined by the terminating Party and delivered to the terminating Party using switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered Local Traffic. Irrespective of origination or transport protocol method used, a call that originates in one local calling area and terminates in another local calling area (i.e. the end-to-end points of the call) shall not be compensated as Local Traffic.

4.0 Compensation for Transit Traffic

- 4.1 Windstream shall provide tandem switching and transport services for Level 3-originated Transit Traffic where Windstream has agreed to provide Transit Traffic Services. Windstream shall bill Level 3 for Transit Traffic originated by Level 3 at the rate of \$0.003 per minute of use.
- 4.2 Windstream agrees to provide, where available, industry standard Exchange Message Interface (EMI) call detail records associated with Transit Traffic sufficient for billing purposes within forty-five (45) days after such usage occurs. So long as Level 3 routes its Transit Traffic destined for Third Party Terminating Carriers in accordance with the LERG and this Agreement, Windstream agrees to deliver Level 3-originated Transit Traffic to the Third Party Terminating Carriers to the extent the Third Party Terminating Carriers are interconnected with Windstream's tandem and Windstream is not prohibited from delivering such traffic to such Third Party Terminating Carriers. So long as Third Party Originating Carriers properly route their Transit Traffic destined for Level 3 in accordance with the LERG and in accordance with terms and conditions of an applicable Windstream tariff or a written agreement with Windstream for Transit Traffic Service, Windstream agrees to deliver Transit Traffic originated by a Third Party Originating Carrier to Level 3.

Notwithstanding the foregoing, Level 3 and any third parties are responsible for negotiating and executing any appropriate contractual arrangements between themselves for the exchange of Transit Traffic through the Windstream network. Windstream will not be liable for any compensation to the Third Party Terminating Carriers for Level 3-originated Transit Traffic. Windstream will not be liable for any compensation to Level 3 for Transit Traffic received by

Windstream from Third Party Originating Carriers. Amounts that the Level 3 bills to Windstream under other agreements shall not include any minutes of use for Transit Traffic.

The existing interconnection facilities between Level 3 and Windstream may not be utilized by the Parties for the routing of Transit Traffic. Separate transit facilities must be established for the routing of transit traffic. Level 3 will pay 100% of the facility costs used for the routing of Transit Traffic. Level 3 originated traffic terminating to a Windstream retail customer may not be routed on the Transit Facility.

- 4.3 Windstream will provide Level 3 call detail records upon election, as identified below, to receive these records on a once per month transmission from Windstream.

Level 3 Requests Windstream to Provide Call Detail Records: X

Level 3 Requests Windstream to Not Provide Call Detail Records:

- 4.4 When Level 3 requests Windstream to provide call detail records for billing to the originating third party, Level 3 agrees to pay Windstream a one time charge, as identified in Appendix B: Price List, for the all system modifications required to provide these records. This one time charge will be billed to Level 3 on the initial bill containing Transit Traffic Service. Level 3 agrees not to dispute this charge when billed.

- 4.5 When Level 3 requests Windstream to provide call detail records, Windstream shall provide industry standard call detail records to Level 3 as the terminating carrier for Third Party Originating Transit Traffic that Windstream delivers to Level 3, for billing purposes. Windstream shall not be liable for any compensation to Level 3 or any Third Party Originating Carrier Transit Traffic service. Level 3 is solely responsible for negotiating and executing any appropriate contractual arrangements with the third party carrier for the exchange of Third Party Originating Carrier Transit Traffic through the Windstream network.

- 4.6 When Level 3 requests Windstream to provide call detail records, Windstream will provide these call detail records one time each month for each Windstream operating company to Level 3 at no charge. If Level 3 requests additional copies of these call detail records, Level 3 will pay Windstream a per record charge as listed in Appendix B: Price List. This per record charge will be billed to Level 3 on the next bill containing Transit Traffic Service.

- 4.7 Prior to either Party providing transit traffic services to the other, the Party requesting transit service must provide notice to the other Party.

- 4.8 All traffic, other than Local Traffic, that transits a tandem will be classified and treated as Meet-Point Billing Traffic, unless otherwise agreed in writing between the Parties.

5.0 Compensation for Termination of IntraLATA Traffic, Interstate Interexchange Traffic and Toll VOIP Traffic

- 5.1 Compensation for termination of intrastate Interexchange service traffic will be at the terminating access rates for Message Telephone Service (MTS) and originating access rates for 800 Service, including the Carrier Common Line (CCL) charge and the query charge, as set forth in the relevant Party's intrastate access service tariff or price list. Compensation for termination of interstate Interexchange traffic will be at the terminating access rates for MTS and originating access rates for 800 Service including the CCL and query charge, as set forth in the relevant Party's interstate access service tariff. Compensation for termination of Toll VOIP Traffic will be at the terminating access rates as set forth in the relevant Party's interstate access service tariffs.
- 5.2 In the event that Level 3 does not have a filed IntraLATA Interexchange tariff for access service, Level 3 agrees to utilize rates that do not exceed Windstream's tariffed access rates.

6.0 Compensation for Origination and Termination of Switched Access Service Traffic to or from an IXC (Meet-Point Billing (MPB) Arrangements)

- 6.1 Compensation for termination of interstate InterLATA intercompany traffic will be at access rates as set forth in the relevant Party's applicable interstate access tariffs.
- 6.2 In the event that Level 3 does not have a filed IntraLATA Interexchange tariff or price list for access service, Level 3 will utilize rates that do not exceed Windstream's tariffed access rates.
- 6.3 The Parties will each establish their respective MPB arrangements applicable to its provision of switched access services to Interexchange Carriers via its access tandem switch and such arrangements will be in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECOD and MECAB documents. Except as modified herein, MPB arrangements will be determined during joint network planning.
- 6.4 Each Party will maintain provisions in its federal and state access tariffs, or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect the MPB arrangements, including MPB percentages, developed in accordance with this Agreement.
- 6.5 As detailed in the MECAB document, the Parties will exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services jointly handled by the Parties via the MPB arrangement. The Parties will exchange the information in Exchange Message Interface (EMI) format, on magnetic tape or via a mutually acceptable electronic file transfer protocol. The initial billing company (IBC) will provide the information to the subsequent billing company within ten (10) days of the IBC bill date. A Party that fails to deliver the billing data will be liable to the other for the amount of associated unbillable charges, if any.
- 6.6 If MPB data is not submitted to the other within ten (10) days of the IBC bill date or is not in the standard EMI format, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received, to and including the date the MPB charge information is actually received. When the receiving Party has requested a delay in transmission of the records, a MPB data delivery charge will not be assessed.

- 6.7 Windstream and Level 3 will coordinate and exchange the billing account reference (“BAR”) and billing account cross reference (“BACR”) numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change and results in a new BAR/BACR number.
- 6.8 Billing to Interexchange carriers for the switched access services jointly provided by the Parties via the MPB arrangement will be according to the multiple bill multiple tariff method. As described in the MECAB document, each Party will render a bill in accordance with its tariff for its portion of the service. Each Party will bill its own network access service rates to the IXC. The Party that provides the end office switching will be entitled to bill any residual interconnection charges (“RIC”) and common carrier line (“CCL”) charges associated with the traffic. In those MPB situations where one Party sub-tends the other Party’s access tandem, only the Party providing the access tandem is entitled to bill the access tandem fee and any associated local transport charges. The Party that provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as applicable.
- 6.9 MPB will also apply to all jointly provided traffic bearing the 900, 800 and 888 NPAs or any other non-geographical NPAs which may likewise be designated for such traffic where the responsible party is an IXC.
- 6.10 Each Party will provide the other a single point of contact to handle any MPB questions.

7.0 Identification of Toll VoIP Traffic

- 7.1 Toll VoIP Traffic is defined as traffic exchanged over the public switched telephone network (“PSTN”) facilities that originates and/or terminates in Internet protocol (“IP”) format. This section governs the identification and compensation of Toll VoIP Traffic that will be subject to interstate switched access rates in accordance with the Federal Communications Commission Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) (“FCC Order”) as it may hereinafter be amended or clarified. Specifically, this section establishes the method of distinguishing Toll VoIP Traffic from the Level 3’s total intrastate access traffic, so that Toll VoIP Traffic will be billed in accordance with the FCC Order.
- 7.2 Windstream will bill toll VoIP-PSTN traffic which it identifies in accordance with this Attachment at rates equal to Windstream’s applicable tariffed interstate switched access rates.
- 7.3 Windstream will determine the number of Toll VoIP Traffic minutes of use (“TVMOU”) to which it will apply its interstate rates under section 7.2, above, by applying an originating Percent VoIP Usage (“OPVU”) factor to the total intrastate access MOU originated by a Windstream end user and delivered to Level 3 and by applying a terminating PVU (“TPVU”) factor to the total intrastate access MOU terminated by Level 3 to Windstream’s end users. The OPVU and TPVU will be derived and applied as follows:
- 7.3.1 Windstream will calculate and implement an OPVU factor representing a whole number percentage based on total traffic originated by Windstream end users in IP format and delivered to the customer in the State divided by Windstream’s total originated intrastate access MOU delivered to the Level 3 in the State.
- 7.3.2 Level 3 will calculate and furnish to Windstream a TPVU factor, along with supporting documentation, representing the whole number percentage of the customer’s total terminating intrastate access MOU that Level 3 exchanges with Windstream in the State that is sent to Windstream and originated in IP format.
- 7.3.3 The TPVU and supporting documentation shall be based on information that is verifiable by Windstream including but not limited to the number of Level 3’s retail VoIP

subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. Level 3 shall not modify its reported PIU factor to account for Toll VoIP Traffic After Windstream verifies the TPVU provided by Level 3, Windstream will apply the TPVU factor to the associated terminating intrastate access MOU as indicated in Sections 7.3.3.1 and/or 7.3.3.2 below.

7.3.3.1 In the event that Windstream can not verify Level 3's TPVU, Windstream will request additional information to support the TPVU, during this time no changes will be made to the existing TPVU. Level 3 shall supply the requested additional information within 15 days of Windstream's request or no changes will be made to the existing TPVU. If after review of the additional information, Level 3 and Windstream establish a revised and mutually agreed upon TPVU factor, Windstream will begin using the new factor with the next bill period.

7.3.3.2 If the dispute is unresolved, Level 3 may request that verification audits be conducted by an independent auditor, at Level 3's sole expense. During the audit, the most recent undisputed TPVU factor will be used by Windstream.

7.3.4 In calculating the initial OPVU and TPVU factor(s), Windstream will take the factor(s) provided by Level 3 and/or developed by Windstream into account retroactively to the effective date of this Agreement, *provided that* the factor(s) and supporting documentation are provided as specified in subsection 7.3.3 above to Windstream no later than 15 days after the effective date of this Agreement. If Level 3 does not furnish Windstream with a TPVU factor pursuant to the preceding subsection 7.3.3, the initial factor will be zero.

7.3.5 Level 3 may update the TPVU factor and request Windstream update the OPVU factor semi-annually using the method set forth in this Attachment. If Level 3 chooses to submit such updates and requests, it shall forward to Windstream, no later than 15 days after the first day of January and/or July of each year, a revised TPVU factor and supporting documentation based on data for the prior three months, ending the last day of December and/or June, respectively. Once verified by Windstream the revised TPVU factor along with the revised Windstream developed OPVU will apply prospectively and serve as the basis for billing until superseded by a new verified factor.

8.0 Billing Arrangements for Compensation for Termination of IntraLATA, Local Traffic

8.1 With respect to those Exchanges where Level 3 intends to provide Local Exchange Service, Level 3 will, at a minimum, obtain a separate NXX code for each Exchange or group of Exchanges that share a common Mandatory Local Calling Scope. At such time as both Parties have implemented billing and routing capabilities to determine traffic jurisdiction on a basis other than NXX codes separate NXX codes as specified in this paragraph will not be required. At such time as Level 3 requests Windstream to establish interconnection to enable Level 3 to provide Exchange Services, the Parties will determine the number of NXXs necessary to identify the jurisdictional nature of traffic for intercompany compensation. At such time as Level 3 requests additional points of interconnection, the Parties will appropriately define the number of NXXs necessary for the new interconnection points.

8.2 Bills rendered by either Party to the other will be due and payable as specified in the General Terms and Conditions, §8.0.

9.0 Alternate Billed Traffic

- 9.1 All call types routed between the networks must be accounted for, and revenues settled among the Parties. Certain types of calls will require exchange of billing records between the Parties including IntraLATA alternate billed calls (e.g. calling card, bill-to-third party, and collect records and LEC/CTU-provided Toll Free Service records). The Parties will utilize, where possible existing accounting and settlement systems to bill, exchange records and settle revenue.
- 9.1.1 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third, and collect) will be through the existing CMDS processes, unless otherwise agreed to by the Parties in writing.
- 9.1.2 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will make its own arrangements with respect to participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- 8.1.3 Non-ICS revenue is defined as revenues associated with collect calls, calling card calls, and billed to third number calls which originate, terminate and are billed within the same Bellcore Client Company Territory. The Parties will negotiate and execute an agreement within 30 days of the execution of this Agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that the CMDS system can be used to transport the call records for this traffic.
- 9.1.4 Each Party will provide the appropriate call records to the other for toll free IntraLATA Interexchange Traffic, thus permitting each Party to bill its subscribers for the inbound Toll Free Service. Each Party may charge its tariffed rate for such record provision. No adjustments to data contained in tapes, disks or Network Data Mover will be made by a Party without the mutual Agreement of the Parties.

10.0 Issuance of Bills

- 10.1 Each Party shall establish monthly billing dates and the bill date will be the same day each month. All bills will be delivered to the other Party no later than ten (10) calendar days from the bill date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. If a Party fails to receive a billing within the time period specified in this Section, the corresponding payment due date will be extended by the number of days the bill is late in being delivered.