**APPLICABLE STATES:**

Please select the applicable states marked with an “X” below.

|  |
| --- |
| **State** |
| **Arizona**    Q |
| **Colorado**    CT    Q  |
| **Florida**    EQ |
| **Idaho**    CT    Q |
| **Iowa**    CT    Q |
| **Minnesota**    CT    EQ    Q |
| **Montana**    CT    Q |
| **Nebraska**    EQ    Q |
| **Nevada**    CT    EQ |
| **New Mexico**    CT    Q |
| **North Dakota**    Q |
| **Oregon**    CT    EQ    Q |
| **South Dakota**    Q |
| **Utah**    Q |
| **Washington**    CT    EQ    Q |
| **Wisconsin**    CT |
| **Wyoming**    CT    EQ    Q |

**Applicability**. This Service Schedule (including Attachment 1 and Attachment 2, attached and incorporated into this Schedule) is applicable to the Wholesale Extended Loop Service Schedule (“Service”) and incorporates the terms of the Forbearance Master Services Agreement under which CenturyLink or a CenturyLink affiliate provides services to Customer (the “Agreement”). CenturyLink may subcontract any or all work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Schedule are defined in the Agreement. Services may only be procured from the entities listed in Exhibit 1.

**1.** **Definitions**. Capitalized terms used herein are defined in Attachment 1.

**2.**. **Network Security. Customer Information.**

**2.1** **Network Security**

2.1.1 Each party will exercise the same degree of care to prevent harm or damage to the other party and any third parties, its employees, agents or End Users, or their property as it employs to protect its own employees, agents, End Users and property, but in no case less than a commercially reasonable degree of care.

2.1.2 Each party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions for any and all use of the Services by End Users. Specifically, no employee, agent or representative will monitor any circuits except as required to repair or provide Service of any End User at any time. Nor will an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Customer is responsible for covering its employees on such security requirements and penalties.

2.1.3 The parties' networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The parties are responsible for their employees with respect to such security requirements and penalties.

2.1.4 CenturyLink is not liable for any losses, damages or other claims, including, but not limited to, uncollectible or unbillable revenues, resulting from accidental, erroneous, malicious, fraudulent or otherwise unauthorized use of Services or facilities (‘Unauthorized Use”), whether or not such Unauthorized Use could have been reasonably prevented by CenturyLink, except to the extent CenturyLink has been notified in advance by Customer of the existence of such Unauthorized Use, and fails to take commercially reasonable steps to assist in stopping or preventing such activity or such activity is the result of CenturyLink’s willful misconduct.

**2.2 Customer Information**. Customer will work with CenturyLink in good faith to promptly complete or update required new customer information about Customer as applicable, (e.g., CenturyLink’s “Commercial Customer Questionnaire”) to the extent that Customer has not already done so, and Customer will hold CenturyLink harmless for any damages to or claims from Customer caused by Customer’s failure to promptly complete or update such questionnaire.

**3.0 End User Notices.** If CenturyLink terminates Service to Customer for any of the reasons delineated in this Agreement, Customer will provide any and all notices required under applicable law to its End Users. In no event will CenturyLink be responsible to provide any notice of a termination of this Agreement to Customer’s End Users.

**ATTACHMENT 1- DEFINITIONS**

"Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended.

"Advanced Services" refers to high speed, switched, broadband, wireline Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

“Customer” means the Person purchasing a Telecommunications Service or an information service or both from a Carrier.

“Demarcation Point” is defined as the point at which the LEC ceases to own or control Customer Premises wiring including without limitation inside wiring.

"Due Date" means the specific date on which the requested service is to be available to Customer or to Customer's End User, as applicable.

"End User" means a third-party retail Customer that subscribes to a Telecommunications Service or information service provided by either of the Parties or by another Carrier or by two or more Carriers.

"FCC" means the Federal Communications Commission.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Loop" or "Unbundled Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a CenturyLink Central Office and the Loop Demarcation Point at an End User's Premises

"Miscellaneous Charges" mean charges that CenturyLink may assess in addition to recurring and nonrecurring rates set forth in the Rate Sheet, for activities Customer requests CenturyLink to perform, activities Customer authorizes, or charges that are a result of Customer's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in CenturyLink's recurring or nonrecurring rates. Miscellaneous Charges are contained in or referenced in the Rate Sheet or the applicable Tariff.

“Network Element" is a facility or equipment used in the provision of Telecommunications Service or an information service or both. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service or an information service or both, as is more fully described in this Agreement.

"Operational Support Systems" or "OSS" mean pre-ordering, Provisioning, maintenance, repair and billing systems.

"Optional Testing" is testing conducted by CenturyLink, at the request of Customer, that is in lieu of testing Customer should complete to isolate trouble to the CenturyLink network prior to submitting a trouble ticket to CenturyLink.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Premises" refers to CenturyLink's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by CenturyLink that house its network facilities; all structures that house CenturyLink facilities on public rights-of-way, including but not limited to vaults containing Loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by CenturyLink that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

"Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer Premises.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

"Tariff" as used throughout this Agreement refers to CenturyLink interstate tariffs and state tariffs, price lists, catalogs and price schedules.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier is treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the FCC determines whether the provision of fixed and mobile satellite service is treated as common carriage.

"Telecommunications Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of basic exchange Telecommunications Services and Access Services, are located.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act or elsewhere in this Agreement, has the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

**ATTACHMENT 2**

**1.0 General Rules**

1.0.1 The Federal Communications Commission (“FCC” or “Commission”) released Order FCC 19-166 on July 12, 2019, Order FCC 19-72 on August 2, 2019, and altered CenturyLink’s obligations to provide certain unbundled network elements. As such, Enhanced Extended Loops and Loop Mux Combinations will no longer be available for new orders after January 12, 2020. The wire center lists pertaining to this order can be found at: <http://www.CenturyLink.com/wholesale/clec.html>.

1.0.2 **Unbundled Transport** The terms and conditions under which Customer may maintain existing forborne Enhanced Extended Loop (“EEL”) are as follows:

1.0.2.1 After July 12, 2022, the Parties agree that CenturyLink will convert the embedded base of existing forborne EELs/LMCs to be governed under the terms of this Agreement. No new orders for EEL or Wholesale Extended Loops (“WEL”) are available under this Service Schedule.

1.0.3 WEL will only be used for the provision of Telecommunications Services, which do not include telecommunications utilized by Customer for its own administrative use.

1.0.4 Customer may not access WEL for the exclusive provision of Mobile Wireless Services or Interexchange Services.

1.0.5 If Customer accesses and uses a WEL consistently with Section 1.1, Customer may provide any Telecommunications Services over the same WEL.

1.1 For the period of time CenturyLink provides access to Customer to a WEL, Customer will have exclusive use of the Network Element.

1.2 A WEL is a combination of Wholesale Analog Loop (“WAL”) or non-forborne UNE Loop (UNE-L) and Wholesale Dedicated Interoffice Transport (“WDIT”) and may also include multiplexing. WEL facilities may utilize DS0 through DS3 bandwidths. The interoffice facility of a WEL must terminate one end at Customer’s Collocation in a Wire Center other than the Serving Wire Center of the Loop and the other end at the Serving Wire Center of the Loop. WEL combinations consist of Loops and interoffice transport of the same bandwidth (Point-to-Point WEL). High-capacity point-to-point WELs must originate from Customer’s Collocation in a Wire Center other than the Serving Wire Center of the Loop. When multiplexing is requested, WEL may consist of Loops and interoffice transport of different bandwidths (multiplexed WEL).

1.3 Charges, if any, for testing pursuant to this paragraph are contained in the Rate Sheet for this Schedule.

a) CenturyLink will perform testing necessary or reasonably requested by Customer to determine the WEL or combination is capable of meeting the technical parameters established.

b) CenturyLink will repair and maintain such element or combination to ensure that WEL continues to meet the technical parameters. Customer is responsible for the end–to-end transmission and circuit functionality testing for WEL Combinations created by Customer.

c) CenturyLink will cooperate with Customer in any testing CenturyLink agrees is necessary or reasonably requested by Customer to assist in determining end-to-end transmission and circuit functionality of such WEL or combination.

1.4 Maintenance and repair is described herein. The repair center contact telephone numbers are provided in the PCAT.

1.5 In order to maintain and modernize the network properly, CenturyLink may make necessary modifications and changes to the WEL in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in WEL transmission parameters that are within transmission limits of the WEL initially ordered by Customer.

1.6 Recurring and nonrecurring charges apply for WEL, as provided under "Rate Elements" subsections of Section 2.1.

1.7 Miscellaneous Charges apply for miscellaneous services listed below in this Section if such miscellaneous services are available with WEL as provided under "Rate Elements" subsections of this Section 2.1. When more than one miscellaneous service is requested for the same WEL, Miscellaneous Charges for each miscellaneous service apply. Basic rates apply for miscellaneous services provided during CenturyLink's regular business hours, 8 a.m. to 5 p.m., local time, Monday through Friday, excluding holidays; overtime Miscellaneous Charges apply for such services provided between 5 p.m. and 8 a.m., local time, Monday through Friday, or any time Saturday, excluding holidays; and premium Miscellaneous Charges apply for such services provided any time on Sundays or holidays.

a) Additional engineering – engineering work including: 1) additional technical information after CenturyLink has already provided the technical information normally on the design layout record; 2) customized service; or 3) review of CenturyLink outside plant records. Basic or overtime rates apply.

b) Additional labor - other - involves labor only, including testing and maintenance that are not part of initially requested installation or maintenance, or, for example, for Optional Testing when Customer reports trouble and provides no test results and authorizes CenturyLink to perform tests on Customer's behalf. Basic, overtime, or premium rates apply.

c) Additional cooperative testing – performing specific tests requested by Customer. CenturyLink's participation in such testing is subject to the availability of necessary qualified CenturyLink personnel and test equipment at test locations, which normally include the CenturyLink Central Office and may include Customer's specified location. Tests include, but are not limited to, loop back, attenuation, intermodulation, phase jitter, noise, delay, echo, and frequency shift tests. Basic, overtime, or premium rates apply.

d) Non-scheduled testing - performing specific tests requested by Customer as described above under “cooperative testing" or “manual testing" on a non-scheduled basis. Tests include, but are not limited to, loss, noise, slope, delay, and echo. Such tests are performed as the result of a repair request and are in addition to tests required to isolate and repair trouble. Basic, overtime, or premium rates apply.

e) Cancellation –The cancellation date is the date CenturyLink receives notice from Customer that the order to disconnect is cancelled.

f) Design change – information provided by Customer or a request from Customer that results in an engineering review and/or a design change to service. Design changes include,but are not limited to CenturyLink conversions from a WEL to a private line/special access circuit.

g) Dispatch – 1) information provided by Customer, or a request from Customer, in relation to repair of existing services, resulting in dispatch of a CenturyLink technician(s) when dispatch is not required for CenturyLink to complete its repair work; 2) information provided by Customer resulting in dispatch, or a request from Customer for dispatch, of a CenturyLink technician(s) in relation to a repair request where no trouble is found in CenturyLink's facilities; and 3) a CenturyLink technician(s) is dispatched and Customer or Customer's End User is not available or ready.

h) Expedite – a Due Date that reflects a shorter service interval than is available in the SIG; or that is a request for an earlier Due Date than has been established; or that is required to meet a Due Date due to design or other changes submitted by Customer. Prices for this miscellaneous service are specified in the Rate Sheet(s). When expedites are approved, expedite charges apply. The request for an expedite will be allowed only when resources are available, and the request meets the criteria outlined in the Pre-Approved Expedite Process in the PCAT.

i) Maintenance of Service/Trouble Isolation – work performed by CenturyLink when Customer reports trouble to CenturyLink and no trouble is found in CenturyLink's facilities. Customer is responsible for payment of charges when the trouble is in equipment or systems provided by a party(ies) other than CenturyLink. Additionally, when Customer reports trouble within a quantity of services and circuits but fails to identify the specific service and circuit experiencing trouble, charges apply for the time spent by CenturyLink to isolate the trouble. A call-out of CenturyLink technician at a time not consecutive with that technician's scheduled work period is subject to a minimum charge of four (4) hours. Failure of CenturyLink personnel to find trouble in CenturyLink facilities will result in no charge if the trouble is subsequently found in those facilities. Charges apply per CenturyLink technician, from the time of dispatch until the work is complete. Trouble Isolation Charges (“TIC”) apply for trouble isolation work on POTS and Maintenance of Service charges apply for trouble isolation work on other services. Dispatch Miscellaneous Charges may apply in addition to Maintenance of Service charges or TIC. Basic, overtime, or premium rates apply.

### 2.0 Description

### The WEL includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics that are necessary for the full functionality of the loop (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning.

2.0.1 Loop Demarcation Point – For purposes of this Section, Loop Demarcation Point is the point where CenturyLink owned or controlled facilities cease, and Customer ownership of facilities begins.

2.0.2 If there is a conflict between an End User (or its respective agent) and Customer regarding the disconnection of WEL, CenturyLink will advise the End User to contact Customer, and CenturyLink will initiate contact with Customer.

2.0.3 Facilities and lines CenturyLink furnishes on Customer's End User Premises up to and including the Loop Demarcation Point are the property of CenturyLink. CenturyLink will have reasonable access to all such facilities for network management purposes. CenturyLink will coordinate entry dates and times with appropriate Customer personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. Customer will not inhibit CenturyLink's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the WEL service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of CenturyLink's property in that facility.

### 2.1 Rate Elements

The recurring and nonrecurring rates for WEL are set forth in this Agreement. Rate Sheet(s) also cover(s) Miscellaneous Charges. Rate Sheet(s) are subject to change with a 30 day notice to Customer.

### 2.2 Ordering Process

2.2.1 WEL is ordered via an LSR. Customer will also submit disconnect WEL orders using the LSR process. Ordering processes are contained in the OSS Section of CenturyLink’s Wholesale website.

### 2.3 Maintenance and Repair

2.3.1 Customer is responsible for its own End User base and will have the responsibility for resolution of any service trouble report(s) from its End Users. Customer will perform trouble isolation on the WEL and any associated ancillary services prior to reporting trouble to CenturyLink. Customer will have access for testing purposes at the NID or Loop Demarcation Point. CenturyLink will work cooperatively with Customer to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of CenturyLink's network. CenturyLink and Customer will report trouble isolation test results to the other. For WEL, each party will be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 2.3.2 and 2.3.3.

2.3.2 When Customer requests that CenturyLink perform trouble isolation with Customer, a Maintenance of Service charge applies if the trouble is found to be on Customer's side or on the End User’s side of the Loop Demarcation Point. If the trouble is on the End User’s side of the Loop Demarcation Point, Customer is required to perform its own maintenance.

2.3.3 Before submitting a repair request to CenturyLink, Customer will isolate trouble to the CenturyLink network and must submit test results indicating the location of the trouble when submitting the repair request. If a trouble ticket with test results is accepted by CenturyLink, and CenturyLink determines that the trouble is on Customer’s or the End User’s side of the Loop Demarcation Point, a Maintenance of Service charge applies. If Customer elects not to perform trouble isolation and CenturyLink performs tests on the WEL at Customer's request, a Maintenance of Service charge applies.

2.3.4 CenturyLink will allow access to the NID (if available) for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that CenturyLink chooses not to allow such access, it will waive any trouble isolation charges that may otherwise be applicable.

**Exhibit 1**

**CenturyLink Legal Entity List**

| **ENTITY LIST (By State)** |
| --- |
| **ARIZONA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **COLORADO** |
| CenturyTel of Colorado, Inc. d/b/a CenturyLink |
| CenturyTel of Eagle, Inc. d/b/a CenturyLink (Also provides 8 access lines into Utah from a central office in Colorado) |
| El Paso County Telephone Company d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **FLORIDA** |
| CenturyLink of Florida, Inc. |
| **IDAHO** |
| CenturyTel of the Gem State, Inc. d/b/a CenturyLink |
| CenturyTel of Idaho, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **IOWA** |
| CenturyTel of Chester, Inc. d/b/a CenturyLink |
| CenturyTel of Postville, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |

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| **MINNESOTA** |
| CenturyTel of Chester, Inc. d/b/a CenturyLink |
| CenturyTel of Minnesota, Inc. d/b/a CenturyLink |
| CenturyLink of Minnesota, Inc. |
| Qwest Corporation d/b/a CenturyLink QC |
| **MONTANA** |
| CenturyTel of Montana, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| **NEBRASKA** |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the West d/b/a CenturyLink |
| **NEVADA** |
| CenturyLink of Nevada, LLC d/b/a CenturyLink |
| CenturyTel of the Gem State, Inc. d/b/a CenturyLink |
| **NEW MEXICO**  |
| CenturyTel of the Southwest, Inc. |
| Qwest Corporation d/b/a CenturyLink QC |
| **NORTH DAKOTA** |
| Qwest Corporation d/b/a CenturyLink QC |
| **OREGON** |
| CenturyTel of Eastern Oregon, Inc. d/b/a CenturyLink |
| CenturyTel of Oregon, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the Northwest d/b/a CenturyLink |
| **SOUTH DAKOTA** |
| Qwest Corporation d/b/a CenturyLink QC |

| **ENTITY LIST (By State)** |
| --- |
| **UTAH** |
| Qwest Corporation d/b/a CenturyLink QC |
| **WASHINGTON** |
| CenturyTel of Cowiche, Inc. d/b/a CenturyLink |
| CenturyTel of Inter Island, Inc. d/b/a CenturyLink |
| CenturyTel of Washington, Inc. d/b/a CenturyLink |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the Northwest d/b/a CenturyLink |
| **WISCONSIN** |
| Qwest Corporation d/b/a CenturyLink QC |
| Telephone USA of Wisconsin, LLC d/b/a CenturyLink |
| **WYOMING** |
| CenturyTel of Wyoming, Inc. d/b/a CenturyLink  |
| Qwest Corporation d/b/a CenturyLink QC |
| United Telephone Company of the West d/b/a CenturyLink of the West |