



Interconnection Agreement

By and Between

**Central Telephone Company of Texas, Inc. d/b/a CenturyLink
United Telephone Company of Texas, inc. d/b/a CenturyLink
and**

Peerless Network of Texas, LLC

For the State of

Texas

This Interconnection Agreement is entered into by and between Central Telephone Company of Texas, Inc. d/b/a CenturyLink, United Telephone Company of Texas, Inc. d/b/a CenturyLink (CenturyLink), and Peerless Network of Texas, LLC (CLEC) in their capacity as certified providers of local wireline Telecommunications Service. CenturyLink and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party" provided however, that even though this Agreement refers to the Incumbent Local Exchange Carriers (ILECs) doing business as "CenturyLink" by a single name, the terms and provisions of this Agreement shall apply separately and independently with respect to each of such separate, legal, entities, not as a collective group, and the exercise, assertion, application, waiver or enforcement of each and any of the terms, obligations, duties, liabilities, rights, privileges or other interests embodied in this Agreement by or against any of such ILECs shall pertain, in each instance, only with respect to a single, individual ILEC, and shall not be deemed to apply in an aggregate fashion to any of the other ILECs who are signatory parties to this Agreement, unless mutually agreed upon in a separate written instrument executed by each affected entity. This Agreement covers services in the State of Texas (State) and only in areas which both Parties are certificated.

WHEREAS, the Parties wish to Interconnect their local exchange networks for the purposes of transmission and termination of Local Traffic (as hereinafter defined), so that customers of each Party can receive calls that originate on the other Party's network and place calls that terminate on the other Party's network; and

WHEREAS, the Parties desire to exchange such traffic in a technically and economically efficient manner at defined and mutually agreed upon Interconnection points; and

WHEREAS, the Parties wish to set forth terms for the purchase of Unbundled Network Elements, Resale, Additional Services and for Collocation arrangements for the provision of Telecommunications Services; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyLink and CLEC hereby covenant and agree as follows:

ARTICLE II. GENERAL TERMS AND CONDITIONS

3. APPLICATION OF THESE GENERAL TERMS AND CONDITIONS

- 3.1 Except as may otherwise be set forth in a particular Article or attachments incorporated by reference within this Agreement, in which case the provisions of such Article or attachment shall control, these General Terms & Conditions apply to all Articles and Appendices of this Agreement.

4. POSITION OF THE PARTIES

- 4.1 This Agreement is an integrated package that reflects a balancing of interests of the Parties. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyLink's rates and cost recovery that may be covered in this Agreement. CLEC agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable. Furthermore, to the extent they apply to CenturyLink's provision of services and/or facilities to CLEC, such terms are intended to apply only to the extent required by Applicable Law.

5. REGULATORY APPROVALS

- 5.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with §252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. CenturyLink and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

6. EFFECTIVE DATE, TERM AND TERMINATION

- 6.1 Effective Date. Subject to Section 5.1, this Agreement shall become effective on the date of Commission approval (Effective Date); however, the Parties may agree to implement the provisions of this Agreement upon execution by both Parties.

- 6.1.1 Notwithstanding the above, no order or request for services under this Agreement shall be processed nor shall any CenturyLink obligation take effect before CLEC has established a customer account with CenturyLink and has completed any implementation, planning, and forecasting requirements as described in this Agreement.

- 6.2 Term. This Agreement shall continue for a period of three (3) years after execution by both Parties (the Initial Term), unless terminated earlier in accordance with the terms of this Agreement. If neither Party terminates this Agreement as of the last day of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis unless and until terminated as provided in this Agreement.

- 6.2.1 Notwithstanding the above, CenturyLink may terminate this Agreement after six (6) consecutive months of inactivity on the part of CLEC. Inactivity is defined as CLEC's failure, as required in this Agreement, to initiate the required pre-ordering activities, CLEC's failure to submit any orders, or CLEC's failure to originate or terminate any Local Traffic.
- 6.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (Notice of Termination) at least ninety (90) Days prior to the last day of the Initial Term. Either Party may terminate this Agreement after the Initial Term by providing a Notice of Termination at least thirty (30) Days prior to the effective date of such termination.
- 6.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides Notice of Termination pursuant to Section 6.3 and, on or before the noticed date of termination (the End Date), either Party has requested negotiation of a new Interconnection agreement, such notice shall be deemed to constitute a Bona Fide Request to negotiate a replacement agreement for Interconnection, services or Network Elements pursuant to §252 of the Act and this Agreement shall remain in effect until the earlier of: (a) the effective date of a new Interconnection agreement between CLEC and CenturyLink; or, (b) one-hundred sixty (160) Days after the requested negotiation or such longer period as may be mutually agreed upon, in writing, by the Parties, or (c) the issuance of an order (or orders) by the Commission resolving each issue raised in connection with any arbitration commenced within the timeframe contemplated in (b) above. If a replacement agreement has not been reached when the timeframe contemplated in (b) above expires and neither Party has commenced arbitration, then CenturyLink and CLEC may mutually agree in writing to continue to operate on a month-to-month basis under the terms set forth herein, subject to written notice of termination pursuant to Section 6.3. Should the Parties not agree to continue to operate under the terms set forth herein after one-hundred eighty (180) Days, then the provisions of Section 6.5 shall apply. The foregoing shall not apply to the extent that this Agreement is terminated in accordance with Section 6.6 or Section 6.7.
- 6.5 Termination and Post-Termination Continuation of Services. If either Party provides Notice of Termination pursuant to Section 6.3 and, by 11:59 p.m. Central Time on the stated date of termination, neither Party has requested negotiation of a new Interconnection agreement, then (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyLink under this Agreement at the time of termination, including Interconnection arrangements and the exchange of Local Traffic, may be terminated by CenturyLink unless the Parties jointly agree to other continuing arrangements.

ARTICLE XI. MISCELLANEOUS

116. AUTHORIZATION AND AUTHORITY

- 116.1 Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents it has had the opportunity to consult with legal counsel of its choosing, and CLEC has not relied on CenturyLink's counsel or on representations by CenturyLink's personnel not specifically contained in this Agreement in entering into this Agreement.
- 116.2 CenturyLink represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 116.3 CLEC represents and warrants that it is a validly existing legal entity and in good standing under the laws of the State, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

117. COUNTERPARTS

- 117.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.