

COMPTEL MODIFICATIONS TO INTEGRA/CENTURYLINK SETTLEMENT ON MERGER CONDITIONS

A. Definitions:

“Closing Date” or “Merger Closing Date” refers to the closing date of the Transaction for which the Applicants have sought approval from the FCC and state commissions.¹

“Merged Company” refers to the post-merger company (CenturyLink and Qwest and their operating companies, acting collectively or separately, after the Closing Date). **Adjusted to clarify that the term applies regardless of how, or under what name, the company is operating.**

“Merging Parties” refers to the Qwest Communications International, Inc. and its affiliates and CenturyLink, Inc. and its affiliates. **Added for ease of use when referring to both companies, pre-merger.**

“Operational Support Systems” or “OSS” are as defined by 47 CFR 51.319(g) and as interpreted in the rules and orders of the FCC.

“OSS Interfaces” are defined as existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services (local exchange services) provided by CLECs to their end users.

“Qwest Corporation” and “Qwest” refer to Qwest Corporation and its successors and assigns.

B. Terms:

1. The Merged Company will not recover, or seek to recover through wholesale service rates or other fees paid by CLECs: a) one-time transition, branding, or any other transaction-related costs; b) any acquisition premium paid by CenturyLink for QCI; and c) any increases in overall management costs that result from the transaction, including those incurred by the operating companies. For purposes of this condition, “transaction-related costs” shall be construed to include all Merged Company costs related to or resulting from the transaction and any related transition, conversion, or migration costs and, for example, shall not be limited in time to costs incurred only through the Closing Date.

¹ See *Applications Filed by Qwest Communications International Inc. and CenturyTel, Inc., d/b/a/ CenturyLink for Consent to Transfer of Control, Pleading Cycle Established*, Public Notice, DA 10-993, WC Dkt. No. 10-110 (rel. May 28, 2010) (“Public Notice”) and related applications filed in state proceedings.

2. The Merged Company shall comply with all wholesale performance requirements and associated remedy or penalty regimes for all wholesale services, including those set forth in regulations, tariffs, interconnection agreements, and Commercial agreements applicable to the Merging Parties as of the Merger Closing Date for at least 36 months after the Closing Date. This includes providing CLECs with at least the reports of wholesale performance metrics that the Merging Parties made available, or were required to make available, to CLECs as of the Merger Closing Date, or as subsequently modified or eliminated as permitted under this Agreement or pursuant to any changes in law. The Merged Company shall also provide these reports to state commission staff and the FCC, when requested. The state commission and/or the FCC may determine that additional remedies are required, to the extent a state commission or FCC finds it is consistent with its jurisdiction. The Merged Company does not waive its right to oppose such a request. **Modified so that it is not limited to legacy Qwest territory and changed the time period to be 36 months.**

a. The Merged Company will not seek to reduce or modify the Merging Parties' performance plans, including the Qwest Performance Indicator Definition (PID) or Qwest Performance Assurance Plan ("QPAP")² that is offered, or provided via contract or Commission approved plan, as of the Merger Closing Date for at least thirty-six months after the Closing Date.³ After the thirty-six month period, the Merged Company may seek modifications under the terms and conditions outlined in the QPAP. The Merged Company will not seek to eliminate or withdraw the QPAP for at least four years after the Closing Date. The QPAP will be available to all requesting CLECs unless the Merged Company obtains approval from the applicable state commission to eliminate or withdraw it. **Modified so that it is not limited to legacy Qwest and made the time period 36 months.**

i. For at least three years after the Closing Date, and consistent with the FCC's required conditions of the Embarq-CenturyTel merger, including in the legacy Qwest ILEC service territory, the Merged Company shall meet or exceed the average wholesale performance currently provided to CLEC, measured as follows: **Modified above and below so that it is not limited to legacy Qwest.**

² In Colorado, the QPAP is known as the CPAP. In Minnesota, the QPAP is known as the MPAP. These state-specific terms will be used in agreements filed in Colorado and Minnesota.

³ The limitations of paragraph 2.a.do not apply to implementation of any decision arising from Colorado Docket No. 02M-259T. In addition, the parties agree not to initiate any further action in North Dakota Docket No. PU-08-04, until at least eighteen months after the Closing Date, however the Parties may implement any decision arising from that docket. Qwest will implement Idaho Order No. 32106 in Case No. QWE-T-08-04. The Parties agree, however, that they will jointly request that the Idaho Commission take no further action in that docket until at least eighteen months after the Closing Date.

- (a.) For the first three months after Closing Date, Qwest's performance will be compared to Qwest's performance for the twelve months prior to Closing Date and CenturyLink's performance will be compared to CenturyLink's performance for the twelve months prior to Closing Date.
- (b.) Thereafter, each successive month of Qwest's performance will be added to the three month period in (a.) in determining Qwest's performance until twelve months after Closing Date and each successive month of CenturyLink's performance will be added to the three month period in (a.) in determining CenturyLink's performance until twelve months after Closing Date.
- (c.) Beginning one year after Closing Date, Qwest's performance will be measured by a rolling twelve month average performance and CenturyLink's performance will be measured by a rolling twelve month average performance.

b. If the Merged Company fails to meet or exceed the average wholesale performance provided by Qwest to each CLEC for any twelve-month period determined by the methodology in paragraph 2.a.i. for each PID, product, or disaggregation, the Merged Company will also make remedy payments to each affected CLEC in an amount as would be calculated using the methodology (*e.g.*, modified Z test, critical Z values, and escalation payments) in the QPAP, for each missed occurrence when comparing performance post- and pre- Closing Date ("Additional PAP"). **Added an additional penalty for non-compliance with merger-specific service degradation.**

c. If the Merged Company fails to provide wholesale performance levels as measured by the methodology described in this condition, the Merged Company must conduct a root cause analysis for the discrepancies and develop proposals to remedy each deficiency within thirty days and provide this to CLEC for review and comment.

i. CLEC may invoke the root cause procedure for deterioration in wholesale performance for any PID, product, or disaggregation included within a PID measure if CLEC determines that the performance it received for that PID, product, or disaggregation is materially different and provides the basis for CLEC's determination.

ii. If performance deficiencies are not resolved, CLEC may request a resolution or wholesale service quality proceeding before the state commission. The Merged Company does not waive its right to oppose such a request.

3. The Merged Company shall implement the Service Quality Measurement Plan for Interstate Special Access Services, as set forth and described in the merger commitments in the AT&T/BellSouth Merger (FCC 06-189, Appendix F and Attachment A.) **Added a performance plan condition for special access services.**

4. Notwithstanding any provision to the contrary, except as provided by another condition to this merger, the Merged Company shall not unilaterally terminate or grandparent, change the terms or conditions, increase the rates or seek an increase of the rates of any existing interconnection agreement, Commercial agreements, wholesale agreements, interstate tariff, or intrastate tariff to which one of the Merging Parties is a party (“Extended Agreements”) during the unexpired term or for at least the Applicable Time Period identified below, whichever occurs later (the “Extended Time Period”), unless required by a change of law, or CLEC requests or agrees in writing to a change and any applicable procedure to effectuate that change is followed. In the event that the Extended Agreement expressly allows termination of the agreement in other circumstances, such as default due to non-payment, this Condition does not preclude termination of an Extended Agreement in those circumstances provided that the Merged Company follows both (1) the Extended Agreement’s express provisions, and (2) any applicable procedures pertaining to such termination. Upon approval of the Transaction with this Agreement in the public record, the Parties will consider these terms to be part of the order of approval and thus not trigger or require the filing of an ICA amendment, unless directed otherwise by the commissions or FCC. To the extent an amendment is requested, the Parties agree to execute and file an amendment to the ICA within 30 days of the Closing Date, the terms of which will mirror the language in this Agreement, unless mutually agreed otherwise. **Modified to allow for changes to comply with other merger conditions (such as the ones concerning special access). (Was Integra/CenturyLink Settlement condition #3)**
 - a. *Interconnection Agreements.* The Applicable Time Period for interconnection agreements (ICAs) is at least thirty-six months after the Closing Date.⁴ The Extended Time Period applies whether or not the initial or current term has expired or is in evergreen status. **Modified so that it is not limited to legacy Qwest.**
 - i. The Merged Company shall allow CLEC to use its pre-existing interconnection agreement with a predecessor of the Merged Company as the basis for negotiating an initial company-wide or state-specific successor replacement interconnection

⁴ Notwithstanding anything that may be to the contrary in paragraphs 3,3a, and 4, in Colorado where a cost docket is nearing completion but may not be final as of the Closing Date, the rates established in Colorado cost docket number 07A-211T will replace the corresponding rates in Qwest-CLEC Colorado ICAs as of the Closing Date for purposes of this paragraph 3; nor does the paragraph prevent implementation of the rates contemplated in paragraph 14.

agreement to any extended ICA. Where the parties agree it is reasonable to do so, the parties may incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor replacement interconnection agreement. **Provided for company/state-wide ICAs.**

ii. CLEC may opt-in to any existing interconnection agreement with any predecessor of the Merged Company in its initial term or the extended term, whether or not it has been amended to comply with state law, may port any interconnection agreement across state lines, may port any agreement across Merged Company subsidiary lines, and may apply any ported agreement to all Merged Company entities in a state. **Added a condition providing for the porting of ICAs.**

iii. If one or both of the Merging Parties and CLEC are in negotiations for one or more replacement interconnection agreements before the Closing Date, the Merged Company will allow CLEC to continue to use the negotiations draft(s) upon which negotiations prior to the Closing Date have been conducted as the basis for negotiating a replacement interconnection agreement after the closing date. The Merged Company will not substitute a negotiations template interconnection agreement proposal for the negotiations proposals made before the Closing Date. **Modified condition so that it is not limited to legacy Qwest.**

- b. ***Commercial Agreements.*** The Applicable Time Period for Commercial agreements is at least thirty-six months after the Closing Date for Commercial agreements (*i.e.*, offerings made available after a UNE(s) becomes unavailable via ICA: Broadband for Resale, Commercial Broadband Services (QCBS), Commercial Dark Fiber, High Speed Commercial Internet Service (HSIS), Local Services Platform (QLSP), Internetwork Calling Name (ICNAM), tandem transiting and Commercial Line Sharing, as well as any other Commercial agreement, including but not limited to peering agreements for the exchange of Internet traffic, to which a Merging Party and CLEC were signatories as of the Closing Date. **Modified so not limited to legacy Qwest, extended the time period to 36 months and clarified that tandem transit and peering agreements for the exchange of Internet traffic are included.**

Removed (i) and (ii) from settlement agreement and replaced with provisions added below that provide for the use of pre-existing Commercial agreements for negotiations, that preclude the substitution of agreements during negotiations, and that bring Qwest into compliance with its 271 obligations.

i. The Merged Company shall allow CLEC to use its pre-existing Commercial agreement as the basis for negotiating an initial successor replacement Commercial agreement to the extended Commercial agreement. Where the parties agree it is reasonable to do so, the parties may incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor replacement Commercial agreement.

ii. If one or more of the Merging Parties and CLEC are in negotiations for a replacement Commercial agreement before the Closing Date, the Merged Company will allow CLEC to continue to use the negotiations draft upon which negotiations prior to the Closing Date have been conducted as the basis for negotiating a replacement Commercial agreement after the closing date. The Merged Company will not substitute a negotiations template Commercial agreement proposal for the negotiations proposals made before the Closing Date.

iii. For at least 36 months, or until the Federal Communications Commission adopts pricing rules related to network element under Section 271 of the Communications Act, as amended, the Merged Company will offer, in the legacy Qwest territory, network elements (that fall under the Section 271 obligations) at UNE rates.

- c. Wholesale Agreements. The Applicable Time Period for Wholesale agreements is at least thirty-six months after the Closing Date for Wholesale agreements (*i.e.*, offerings made available after a tariffed offering becomes unavailable via tariff): Wholesale Data Services Agreement (ATM, Frame Relay, GeoMax, HDTV-Net, Metro Optical Ethernet, Self-Healing Network, Synchronous Service Transport), as well as any other Wholesale agreement to which a Merging Party and CLEC are signatories as of the Closing Date. **Modified so that it is not limited to legacy Qwest and extended the time period to 36 months.**

Removed (i) and (ii) from settlement agreement and replaced with provisions added below that allow for the use of pre-existing wholesale agreements in negotiations and that preclude the substitution of agreements during negotiations.

i. The Merged Company shall allow CLEC to use its pre-existing Wholesale agreement as the basis for negotiating an initial successor replacement Wholesale agreement to the extended Wholesale Agreement. Where the parties agree it is reasonable to do so, the parties may incorporate the amendments to the existing agreement into the body of the agreement used as the basis for such negotiations of the initial successor replacement Wholesale agreement.

ii. If the Merging Parties and CLEC are in negotiations for a replacement Wholesale agreement before the Closing Date, the Merged Company will allow CLEC to continue to use the negotiations draft upon which negotiations prior to the Closing Date have been conducted as the basis for negotiating a replacement Wholesale agreement after the closing date. The Merged Company will not substitute a negotiations template Wholesale agreement proposal for the negotiations proposals made before the Closing Date.

d. Tariffs. The Applicable Time Period is at least thirty-six months after the Closing Date for Qwest wholesale tariff offerings that CLEC ordered from Qwest via tariff as of the Closing Date. Except for purposes of compliance with other merger conditions or changes in law: **Changed the time period to 36 months, removed language allowing noncompliance for competitive pricing purposes, and allowed for changes to comply with other merger conditions.**

i. Existing term and volume plans (whether expired or grandfathered) will be extended by thirty-six months beyond the Merger Closing Date, unless the CLEC indicates that it opts out of this extension. **Changed the time period to 36 months.**

ii. The Merged Company will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term.

5. Rates Generally. The Merged Company, agrees not to increase the rates in interconnection agreements during the Extended Time Period⁵. If, during the Extended Time Period, the Merged Company offers a Section 251 product or service that is not offered under an interconnection agreement (a “new” product or service), the Merged Company may establish a rate using normal procedures. A product, service, or functionality is not “new” for purposes of this paragraph if a Merging Party was already providing that product, service, or functionality at existing rates as of the Closing Date. **Modified so that it is not limited to legacy Qwest. (Was Integra/CenturyLink Settlement condition #4)**

a. Regarding rates changed via a state commission cost docket, the Merged Company may initiate a cost docket (or seek rate increases in a cost docket initiated by another

⁵ Notwithstanding anything that may be to the contrary in paragraphs 3, 3a, or 4, in Colorado where a cost docket is nearing completion but may not be final as of the Closing Date, the rates established in Colorado cost docket number 07A-211T will replace the corresponding rates in Qwest-CLEC Colorado ICAs as of the Closing Date for purposes of this paragraph; nor does the paragraph prevent implementation of the rates contemplated in paragraph 14.

- party) before the expiration of the thirty-six month period for extension of ICA terms only if the rate elements, charges or functionalities are not already provided under rates as of the Closing Date as described above. **Modified to preclude the seeking of a rate change after 18 months.**
- b. After the Closing Date, the Merged Company shall not assess any fees, charges, surcharges or other assessments upon CLECs for activities that arise during the subscriber acquisition and migration process other than any fees, charges, surcharges or other assessments that were approved by the applicable commission and charged by a Merging Party in the legacy ILEC service territory in which it proposes to assess such fee, charge, surcharge or other assessment before the Closing Date, unless the Merged Company first receives Commission approval. This condition prohibits the Merged Company from charging such fees, charges, surcharges or other assessments, including: **Modified so that it doesn't just apply to legacy Qwest.**
- i. Service order charges assessed upon CLECs submitting local service requests (“LSRs”) for number porting;
 - ii. Access or “use” fees or charges assessed upon CLECs that connect a competitor’s own self-provisioned loop, or last mile facility, to the customer side of the Merged Company’s network interface device (“NID”) enclosure or box; and
 - iii. Storage or other related fees, rents or service order charges assessed upon a CLECs’ subscriber directory listings information submitted to the Merged Company for publication in a directory listing or inclusion in a directory assistance database.
6. To the extent that an interconnection agreement is silent as to an interval for the provision of a product, service or functionality or refers to Qwest’s website or Service Interval Guide (SIG), the applicable interval, after the Closing Date, shall be no longer than the interval in Qwest’s SIG as of November 1, 2010. Either Party may request an amendment to the interconnection agreement to lengthen an interval after the thirty-six month period for extension of ICA terms. **Modified so that it is not limited to Qwest region and modified the date on which the provisioning interval is set. (Was Integra/CenturyLink Settlement condition #5)**
7. CenturyLink and all of its incumbent local exchange carrier (“ILEC”) affiliates acknowledge that they must, and agree they will, comply with 47 U.S.C. Sections 251 and 252. In the

legacy Qwest ILEC service territory, the Merged Company will not seek to avoid any of its obligations based on a claim that Qwest Corporation or any of its ILEC affiliates are exempt from any of the obligations pursuant to Section 251(f)(1) or Section 251(f)(2) of the Communications Act. **Modified slightly to clarify that it is an acknowledgement of current law (as opposed to agreement regardless of the law on the matter) and clarified that affiliates are included. (Was Integra/CenturyLink Settlement conditions #6)**

8. The Merged Company acknowledges that in the legacy Qwest ILEC service territory, after the Closing Date, its operating affiliates shall be classified as a Bell Operating Companies (“BOC”), pursuant to Section 3(4)(A)-(B) of the Communications Act and shall be subject to all requirements applicable to BOCs, including Sections 271 and 272 and shall not make any claim to the contrary. **Again, slight modification to clarify that it is an acknowledgement of the current law (as opposed to agreement regardless of the law on the matter) and clarified that affiliates are included. (Was Integra/CenturyLink Settlement conditions #7)**
9. The Merged Company will not seek to reclassify as “non-impaired” any wire centers for purposes of Section 251 of the Communications Act, nor will the Merged Company file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 or 271 obligation or dominant carrier regulation in any wire center, nor will the Merged Company seek any new pricing flexibility for special access services in any market before June 1, 2014 and Merged Company/Merging Parties will withdraw from any pending proceedings/cases on these matters. **Added term to address special access pricing and added provision to provide for the withdrawal of pending proceedings. (Was Integra/CenturyLink Settlement condition #8)**
10. The Merged Company shall provide to wholesale carriers, and maintain and make available to wholesale carriers on a going-forward basis, up-to-date escalation information, contact lists, and account manager information and will provide this information, when possible, thirty days prior to the Closing Date. If not possible, the Merged Company will provide the information within five business days prior to the Closing Date, absent exigent circumstances. For changes to support center location, the Merged Company will provide at least thirty days advance written notice to wholesale carriers. For other changes, the Merged Company will provide reasonable notice, as circumstances permit, of the changes and will keep pertinent information timely updated. The information and notice provided shall be consistent with the terms of applicable interconnection agreements. **Clarified that the “within 5 business days” was prior to the merger. (Was Integra/CenturyLink Settlement condition #9)**
11. The Merged Company will make available to each wholesale carrier in the Merging Parties’ legacy service territories the types and level of data, information, and assistance that was made available as of the Closing Date concerning wholesale Operational Support Systems

functions and wholesale business practices and procedures, including information provided via the wholesale web site (which Qwest sometimes refers to as its Product Catalog or “PCAT”), notices, industry letters, the change management process, and databases/tools (loop qualification tools, loop make-up tool, raw loop data tool, ICONN database, *etc.*). **Modified so that it was not limited to legacy Qwest region. (Was Integra/CenturyLink Settlement condition #10)**

12. The Merged Company shall ensure that Wholesale and CLEC operations are sufficiently staffed and supported, relative to wholesale order volumes, by personnel, including IT personnel, adequately trained on the Qwest and CenturyLink systems and processes. With respect to the Wholesale and CLEC operations, such personnel shall be dedicated exclusively to wholesale operations so as to provide a level of service that is not materially less than that which was provided by each Merging Party prior to the Merger Closing Date and to ensure that CLEC protected information is not used by the Merged Company’s retail operations or marketing purposes. The Merged Company will employ people who are dedicated to the task of meeting the needs of CLECs and other wholesale customers. **(Was Integra/CenturyLink Settlement condition #11)**
13. In legacy CenturyLink ILEC service territory, after the Closing Date, the Merged Company will use and offer to wholesale customers the legacy CenturyLink Operational Support Systems (OSS) for at least three years, or until July 1, 2014, whichever is later. The Merged Company will follow the procedures in the Qwest Change Management Process (“CMP”) Document in the legacy CenturyLink ILEC service territory.⁶ **Added a condition to maintain current CenturyLink OSS in legacy CenturyLink territory for 3 years.**
14. In legacy Qwest ILEC service territory, after the Closing Date, the Merged Company will use and offer to wholesale customers the legacy Qwest Operational Support Systems (OSS) for at least three years, or until July 1, 2014, whichever is later. After the period noted above, the Merged Company will not replace or integrate Qwest systems without first establishing a detailed transition plan and complying with the following procedures and substantive general requirements for successor OSS to ensure ongoing compliance with § 271 obligations in the legacy Qwest exchanges: **Modified the time period for maintaining the Qwest OSS to be 3 years and noted the need for compliance with Section 271. (Was Integra/CenturyLink Settlement condition #12)**
 - a. *Notice.* The Merged Company will provide notice to the Wireline Competition Bureau of the FCC, the state commission of any affected state and parties to this agreement at least 270 days before replacing or integrating Qwest OSS system(s).

⁶ The Qwest CMP Document is available at <http://www.qwest.com/wholesale/cmp/>

Added the provisions below outlining the General Requirements for any successor OSS:

- b. General Requirements for Successor OSS. Any new or modified OSS of the Merged Entity that replaces a legacy Qwest OSS shall satisfy the following general requirements:
- i. Enable the Merged Entity to provide wholesale service quality that is not materially less than that provided by Qwest prior to the Closing Date;
 - ii. Provide CLEC users of the Merged Entity OSS no less than materially equivalent levels of support, documentation, functionality, performance, flexibility, electronic flow through, electronic bonding and access to underlying databases, than was provided by the legacy Qwest OSS.
 - iii. Enable a CLEC to retain an equivalent level of system automation and functionality within the CLEC's own back office systems that the CLEC was able to achieve through electronic bonding with a legacy Qwest OSS.
- c. Detailed Plan. The Merged Company will describe the system to be replaced or integrated, the surviving system, and steps to be taken to ensure data integrity is maintained. The Plan will also explain in adequate detail how the successor OSS satisfies the General Requirements for Successor OSS set forth above. The Merged Company's plan will also identify planned contingency actions in the event that the Merged Company encounters any significant problems with the planned transition. The plan submitted by the Merged Company will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. CLEC will have the opportunity to comment on the Merged Company's plan in a forum in which it is filed, if the regulatory body allows comments, as well as in the Qwest Change Management Process. In the event that a CLEC claims in good faith that the General Requirements for a Successor OSS is not satisfied by the proposed OSS replacement or integration, the burden of proof of compliance in any regulatory proceeding shall be on the Merged Entity to demonstrate that the proposed modified or integrated successor OSS satisfies these criteria. Added a sentence to account for the addition of the general criteria for OSS and clarified that the BOP of compliance is on CenturyLink.
- d. CMP. The Merged Company will follow the procedures in the Qwest Change Management Process ("CMP") Document.⁷

⁷ The Qwest CMP Document is available at <http://www.qwest.com/wholesale/cmp/>

e. Replacement or Retirement of a Qwest OSS Interface.

i. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs (as described below) to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Closing Date and satisfies the General Requirements for a Successor OSS (as described in above). Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period. The Parties will work together to develop acceptance criteria. If the Parties cannot reach agreement on acceptance criteria, then parties will submit any unresolved acceptance criteria issues to the Wireline Competition Bureau for a decision. Testing will continue until the acceptance criteria are met. Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, weighted by dollar volume of purchases using Qwest's OSS during the 12-month period prior to the vote, of those entities that actually used the OSS or OSS functionality being replaced or modified, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLECs) in testing, subject to any party invoking the CMP's Dispute Resolution process. The requirements of this paragraph will remain in place only until completion of merger-related OSS integration and migration activity. If a dispute arises as to whether such merger-related OSS integration and migration activity is complete, the state commission will determine the completion date.

Added a provision to deal with the possibility of a disagreement on the acceptance criteria (giving it to the WCB to decide) and defining "majority vote" (namely, that it is weighed by dollar volume of purchases).

ii. The Merged Company will allow coordinated testing with CLECs, including a stable testing environment that mirrors production, jointly established test cases, and, when applicable, controlled production testing, unless otherwise agreed to by the Parties. Testing described in this paragraph associated with merger-related system replacement or integration will be allowed for the time periods in the CMP Document, or for 120 days, whichever is longer, unless otherwise mutually agreed to by the Parties.

iii. The Merged Company will provide the wholesale carriers training and education on any wholesale OSS implemented by the Merged Company without charge to the wholesale carrier.

f. Billing Systems. The Merged Company will not begin integration of Billing systems before the end of the minimum three year or July 1, 2014 period, whichever is longer, noted above, or without following the above procedures,

unless the integration will not impact data, connectivity and system functions that support or affect CLECs and their customers. **Extended time period.**

i. Any changes by the Merged Company to the legacy Qwest non-retail OSS will meet all applicable ICA provisions related to billing and, to the extent not included in an ICA, will be Ordering and Billing Forum (OBF) compliant.

15. After the Closing Date, the Merged Company will engineer and maintain its network in compliance with federal and state law, as well as the terms of applicable interconnection agreements. **(Was Integra/CenturyLink Settlement condition #13)**

a. The Merged Company shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to the local loop, as provided by 47 C.F.R. § 51.319(a)(8).

b. The Merged Company will retire copper in compliance with federal and state law, as well as the terms of applicable interconnection agreements and as required by a change of law; provided, however, that the Merged Company shall not retire copper for thirty-six months after the Closing Date. **Added a provision precluding the retirement of copper loops for 36 months.**

16. No later than 30 days after the Closing Date, the Parties agree to amend their existing interconnection agreements by executing the line conditioning amendment contained in Attachment A to this Agreement and by filing the amendment with the applicable state commissions. The terms of the amendment will be included in the ICAs between the Parties for the Extended Time Period contemplated in paragraph 3, unless required by a change in law. Notwithstanding anything to the contrary in this Agreement, the Parties agree to implement the rates, terms and conditions of the amendment upon execution and applicable commission approval of the amendment. The Parties agree to execute and file the amendment within 10 days of execution of this Agreement for Qwest-CLEC Minnesota ICAs and further agree to implement the terms of the amendment no later than January 15, 2011 in Minnesota. Upon execution of this Agreement, CLEC agrees that this amendment satisfies its concerns on line conditioning expressed in Minnesota Docket No. P-421/CI-09-1066 and that it will seek no further relief on this issue in that docket. Nothing in this Agreement precludes Qwest and CLEC from filing the Amendment for commission approval in any other state before the Closing Date, if Qwest and CLEC mutually agree to do so. **(Was Integra/CenturyLink Settlement condition #14)**

The following conditions were added to address Special Access services, Ethernet services, IP Interconnection, the pending lawsuits regarding intrastate switched access charges, access to unbundled fiber, state commission's role in enforcement of disputes, and reciprocal compensation for the termination of traffic.

Special Access Conditions:

17. In areas within the CenturyLink/Qwest in-region territory where a CenturyLink/Qwest incumbent LEC has obtained Phase II pricing flexibility for price cap services ("Phase II areas"), such incumbent LEC will offer DS1 and DS3 channel termination services and DS1 and DS3 mileage services that currently are offered pursuant to the Phase II Pricing Flexibility Provisions of its special access tariffs, at rates that are no higher than, and on the same terms and conditions as, its tariffed rates, terms, and conditions as of the Merger Closing Date for such services in areas within its in-region territory where it has not obtained Phase II pricing flexibility. The CenturyLink/Qwest incumbent LECs will file all tariff revisions necessary to effectuate this commitment within 30 days from the Merger Closing Date.
18. Within 30 days after the Merger Closing Date, each CenturyLink/Qwest ILEC will file one or more interstate tariffs that make available to customers of DS1 and DS3 service reasonable volume and term discounts without minimum annual revenue commitments (MARC) or growth discounts. To the extent a CenturyLink/Qwest ILEC files an interstate tariff or contract tariff or enters into a contract for DS1 or DS3 services with a MARC that varies based on past purchase volumes of the customer, it will at the same time file an comparably priced interstate tariff for such services with a comparable MARC that is not based on past purchase volumes of the customer. For purposes of these commitments, a MARC is a requirement that the customer maintain a minimum specified level of spending for specified services per year. Carriers may choose this option to replace current term and volume plans without penalty.
19. The Merged Company's ILECs shall not include in any pricing flexibility contract or tariff filed with the Commission after the Merger Closing Date access service ratio terms which limit the extent to which customers may obtain transmission services as UNEs, rather than special access services.
20. The Merged Entity will modify its term and volume contracts to permit carriers to pick one volume and term plan per state or nationwide from among those available from any of the merging parties and aggregate circuits from CenturyLink/Qwest ILECs into a single plan without increasing commitments or requiring more than 75% of a carrier's then-current volume as a commitment.

Ethernet Condition:

21. The Merged Company's ILECs also will reduce by 15% the rates for Ethernet services and agrees to make any contract modification necessary to effectuate this condition.

IP-IP Interconnection Condition:

22. Within 30 days of the Merger Closing Date, the Merged Company will publish a list of end-offices to which IP transport facilities have been deployed and to negotiate in good faith interconnection and traffic exchange agreements for telecommunications traffic in packet form at a level of QoS at least equal to that provided for TDM traffic.

Access to Unbundled Fiber Condition:

23. The Merged Company's ILECs shall provide 251(c)(3) unbundled access at cost-based (using actual rather than forward-looking) rates, which the Merged Company's ILEC shall propose prior to the approval of the transaction, to the packetized bandwidth of hybrid fiber-copper loops along with fiber-to-the home ("FTTH") and fiber-to-the curb ("FTTC") loops for the purpose of serving small business customers.

State Commission Role in 251/271 Merger Condition Disputes:

24. The Merged Company's ILECs shall not oppose the enforcement and arbitration by state commissions of disputed issues associated with any 251 or 271 merger conditions.

Compliance with Current Law on Reciprocal Compensation for certain traffic:

25. The Merged Company shall pay reciprocal compensation for the termination of traffic sent to an ISP, in accordance with the *Core ISP Order*, and shall cease any demands for repayment in a manner inconsistent with that *Order*. The Merged Company will also not pursue claims for originating access for such traffic in a manner inconsistent with the *Core ISP Order*.

Settlement of Pending Litigation:

26. The Merged Company shall within 30 days of the Merger Closing Date withdraw from all contested case proceedings alleging discriminatory pricing of intrastate switched access charges and currently pending against Competitive Local Exchange Carriers and others and shall not initiate any such new proceedings in any forum.