# ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

## 1.0 Services Covered by This Article

1.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, the Parties will maintain the current interconnection of their networks for the transmission and routing of Telephone Exchange Service and Exchange Access, and for all other purposes permitted under Applicable Law. CenturyTel has interconnected with **CLEC at a technically feasible point on CenturyTel's network.

1.1.1 This Article governs the provision of internetwork facilities (i.e., physical connection services and facilities), by CenturyTel to **CLEC or by **CLEC to CenturyTel and the transport and termination and billing of Local Traffic between CenturyTel and **CLEC.

## 2.0 Network Interconnection Methods

2.1 Introduction

2.1.1 This Section 2 of Article V sets forth the terms and conditions by which Network Interconnection Methods are provided between CenturyTel and **CLEC. Network Interconnection Methods designate facilities established between the Parties' networks. Additionally, this Section 2 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Exchange Access traffic between the respective End Users of the Parties; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

2.1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Leased Facilities Interconnection and Fiber Meet Interconnection, as defined in Section 2.3 of this Article, and other methods as mutually agreed to by the Parties. To the extent that **CLEC chooses to modify current arrangements, it will do so pursuant to the terms of this Article V.

2.1.2.1 Trunking requirements associated with Interconnection are contained in Section 3 of this Article.

2.1.3 CenturyTel shall provide Interconnection for **CLEC's facilities and equipment for the transmission and routing of Telephone Exchange Service and Exchange Access, at a level of quality equal to that which CenturyTel provides itself, a subsidiary, an affiliate, or any other party to

which CenturyTel provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

2.2 Physical Architecture

2.2.1 CenturyTel's network includes, but is not limited to, End Office switches that serve IntraLATA, InterLATA, Local, and EAS traffic. CenturyTel's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. **CLEC and CenturyTel agree to Interconnect their networks through existing Interconnection facilities between **CLEC switch(es) and CenturyTel's End Office(s) and/or tandems.

2.2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. Requirements for a Local POI are set forth in Section 3.3.2 of this Article. In some cases, multiple POI(s) may be necessary to provide the best technical implementation of Interconnection requirements to each End Office within a CenturyTel company's service area**. **CLEC may interconnect at any single technically feasible point on the CenturyTel network within a LATA. The technically feasible point at which **CLEC elects to interconnect will be the established POI for such LATA.**

2.2.3 Each Party is responsible for the facilities on its side of the POI and may utilize any method of Interconnection described in this Section 2. Each Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to the POI.

2.2.4 Either Party, must provide thirty (30) days' written notice of any changes to the physical architecture plan.

2.2.5 Each Party is solely responsible for the facilities that carry OS/DA, 911 or mass calling for their respective End Users.

2.2.6 Technical Interfaces

2.2.6.1 Electrical handoffs at the POI will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 handoff is agreed to by the Parties, each Party will provide all required multiplexing at its respective end.

2.2.6.2 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS Extended Superframe protocol for 64 kbps

Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

2.3 Methods of Interconnection

2.3.1 Leased Facility Interconnection ("LFI")

2.3.1.1 Where facilities exist, Charter may lease facilities from CenturyTel. Such facilities shall be provided pursuant to the CenturyTel Tariff identified in Section II, Article XI (Pricing), which currently governs Charter's leasing of such facilities pursuant its prior interconnection agreement with CenturyTel. The rates set forth in such Tariff shall be deemed "interim rates." Upon the Effective Date of this Agreement, the Parties shall attempt to negotiate new rates for such facilities, which rates shall be cost-based pursuant to Section 251(c)(2) of the Act and shall replace the interim rates once agreed upon by the Parties. If the Parties cannot reach agreement with respect to such new rates within six (6) months of the Effective Date of this Agreement, either Party may seek to resolve the dispute pursuant to the formal dispute resolution procedures set forth in Article III, Section 20. Once such new rates are established, either by agreement or pursuant to a dispute resolution proceeding, such new rates shall apply retroactively to the Effective Date of this Agreement, and shall be trued-up accordingly. Charter also may lease facilities from a third party, or may construct or otherwise self-provision facilities.

**Where facilities exist, Charter may lease facilities from CenturyTel at cost-based rates pursuant to Section 251(c)(2). Upon the Effective Date of this Agreement, the Parties shall attempt to negotiate such cost-based rates for up to thirty (30) days. If the Parties cannot reach agreement with respect to such cost-based rates within 30 days of the Effective Date, either Party may seek to resolve the dispute by filing an action with the Commission to determine the appropriate rate pursuant to Section 251(c)(2) of the Act. If a party files such an action with the Commission, that action, including resolution of any permissible appeals thereto, shall be the sole mechanism for resolving the dispute. Until such time as the Commission finally determines the appropriate rate pursuant to Section 251(c) (2), such facilities shall be provided pursuant**

**to the CenturyTel Tariff identified in Section II, Article XI (Pricing). After the Commission finally determines the appropriate cost-based rate pursuant to Section 251(c) (2), the rate for such facilities will be trued-up back to the Effective Date of this Agreement. Charter also may lease facilities from a third party, or may construct or otherwise self-provision facilities.**

2.3.1.2 To the extent required by Applicable Law, traffic may be delivered to each POI through Collocation arrangements offered by CenturyTel pursuant to this Agreement or the rates, terms and conditions set forth in CenturyTel of Missouri, LLC, PSC No. 8, Local Network Access Services Tariff. As set forth in Article IX (Additional Services), if no applicable Tariff is available, CenturyTel shall provide Collocation to **CLEC pursuant to a separately provided Collocation agreement.

2.3.2 Fiber Meet Interconnection

2.3.2.1 Fiber Meet Interconnection between CenturyTel and **CLEC can occur at any mutually agreeable, economically and technically feasible point(s) between a CenturyTel End Office and **CLEC's premises. The Parties shall establish a Fiber Meet Point of Interconnection within a commercially reasonable period of time following CenturyTel's final acceptance of a request by **CLEC to establish a fiber meet point arrangement pursuant to Article III, Section 10.

2.3.2.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a Synchronous Optical NETwork (SONET) ring or single point-to-point linear SONET system. Administrative control of the SONET system shall be mutually agreed upon by the Parties. Only Interconnection trunks, or trunks used to provide ancillary services as described in Section 3 of this Article, and 911 trunks (where technically feasible), shall be provisioned over this facility.

2.3.2.3 Neither Party will be given the IP address or allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI. The Parties will work cooperatively to achieve equipment and vendor compatibility of

the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment in the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

2.3.2.4 There are four basic Fiber Meet design options, which include, but are not limited to, the following. The Parties can mutually agree upon any other design option.

2.3.2.4.1 Design One: **CLEC's fiber cable (four, or some integral multiple thereof, fibers) and CenturyTel's fiber cable (four, or some integral multiple thereof, fibers) are connected at an economically and technically feasible point between the **CLEC and CenturyTel locations. This Interconnection point would be at a mutually agreeable location.

2.3.2.4.2 Design Two: **CLEC will provide fiber cable to the last entrance (or CenturyTel designated) manhole at the CenturyTel End Office switch. CenturyTel shall make all necessary preparations to receive and to allow and enable **CLEC to deliver fiber optic facilities into that manhole. **CLEC will provide a sufficient length of Optical Fire Resistant (OFR) cable for CenturyTel to pull the fiber cable through the CenturyTel cable vault and terminate on the CenturyTel fiber distribution frame (FDF) in CenturyTel's office. **CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. CenturyTel shall take the fiber from the manhole and terminate it inside CenturyTel's office on the FDF at CenturyTel's expense. In this case the POI shall be at the CenturyTel designated manhole location.

2.3.2.4.3 Design Three: CenturyTel will provide fiber cable to the last entrance (or **CLEC designated) manhole at the **CLEC location. **CLEC shall make all necessary preparations to receive and to allow and enable CenturyTel to deliver fiber optic facilities into that manhole. CenturyTel will provide a sufficient length of Optical Fire Resistant (OFR) cable for **CLEC to run the fiber cable from the manhole and terminate on the **CLEC fiber

distribution frame (FDF) in **CLEC's location. CenturyTel shall deliver and maintain such strands wholly at its own expense up to the POI. **CLEC shall take the fiber from the manhole and terminate it inside **CLEC's office on the FDF at **CLEC's expense. In this case the POI shall be at the **CLEC designated manhole location.

2.3.2.4.4 Design Four: Upon mutual agreement of the Parties, both **CLEC and CenturyTel may each provide two fibers between their respective locations. This design may only be considered where existing fibers are Currently Available and there is a mutual benefit to both Parties. ILEC will establish, deploy, maintain, and assume responsibility for the fibers associated with the "working" side of the system. **CLEC will establish, deploy, maintain, and assume responsibility for the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint SONET ring, or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. For purposes of this fiber meet design option, the POI will be defined as located at **the POI location established by the Parties pursuant to this Section 2 of Article V** CenturyTel's switch location. Notwithstanding the Parties' decision to define the POI in the manner described above, the Parties agree that each Party will be solely responsible for all of the deployment and ongoing maintenance costs associated with the fibers that it establishes and deploys under this design option.

2.3.2.5 The **CLEC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from CenturyTel. This location is **CLEC's responsibility to provision and maintain.

2.3.2.6 The CenturyTel location includes all CenturyTel FOTs, multiplexing and fiber required to terminate the optical signal provided from **CLEC. This location is CenturyTel's responsibility to provision and maintain.

2.3.2.7 Pursuant to the mutually agreed upon implementation terms of **CLEC's Fiber Meet request, CenturyTel and **CLEC shall procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet. Capacity shall be sufficient to provision and maintain all trunk

groups prescribed by Section 3 of this Article for the purposes of Interconnection.

2.3.2.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. At a minimum, each timing source must be Stratum-3 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and distinct timing sources that are not derived from the other, and meet the criteria identified above.

2.3.2.9 **CLEC and CenturyTel will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by **CLEC and CenturyTel.

2.4 Responsibilities of the Parties

2.4.1 **CLEC and CenturyTel shall work cooperatively to install and maintain a reliable network. **CLEC and CenturyTel shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

2.4.2 **CLEC and CenturyTel will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Article.

2.4.3 **CLEC and CenturyTel shall:

2.4.3.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

2.4.3.2 Notify each other when there is any change affecting the service requested, including the due date.

2.4.3.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each Party on its side of the POI.

2.5. Joint Facility Growth Planning

2.5.1 The initial facilities deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

2.5.2 Criteria:

2.5.2.1 Investment is to be minimized.

2.5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Article III, Section 11 and Article V, Section 3.5 and are to be deployed in accordance with the Processes described below.

2.5.3 Processes:

2.5.3.1 In addition to the joint trunk group forecasting established in Article III, Section 11, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

2.5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 3.6 of this Article will be used in determining trunk group sizing requirements and forecasts.

2.5.3.3 If, based on the forecasted equivalent DS-1 growth, the existing facilities are not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

2.5.3.4 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

2.5.3.5 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

## 3.0 Interconnection Trunking Requirements

3.1 Introduction

3.1.1 This Section 3 of Article V sets forth terms and conditions for Interconnection provided by CenturyTel and **CLEC.

3.1.2 This Section 3 of Article V provides descriptions of the trunking requirements between **CLEC and CenturyTel. All references to incoming and outgoing trunk groups are from the perspective of **CLEC. The paragraphs below describe the required and optional trunk groups for local and mass calling.

3.1.3 Local trunk groups may only be used to transport traffic between the Parties' End Users pursuant to the terms of this Article.

3.2 One-Way and Two-Way Trunk Groups

3.2.1 One-way trunk groups for ancillary services (e.g. mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. The originating Party will have administrative control of one-way trunk groups.

3.2.2 The Parties agree that two-way trunk groups for local, IntraLATA and InterLATA traffic shall be established between a **CLEC switch and a CenturyTel End Office switch pursuant to the terms of this Article. Trunks will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling being used whenever possible. Two-way trunking for Local Traffic will be jointly provisioned and maintained, with each Party being responsible for costs on its side of the POI. The costs associated with transporting Information Access Traffic and/or ISP-Bound Traffic to **CLEC shall be the sole responsibility of **CLEC. For administrative consistency **CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. Either Party will also use ASRs to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.2.3 Notwithstanding the preceding paragraph 3.2.2 above, the Parties recognize that certain technical and billing issues may necessitate the use of one-way trunking for an interim period. Either Party may provision its own one-way trunks. Regardless of whether one-way or two-way facilities are provisioned **Notwithstanding any other provision of this Article V, (including those provisions which establish that each Party is individually responsible to provide facilities to the POI), where one-**

**way trunks are deployed then each Party is responsible for establishing any necessary interconnection facilities, over which such one-way trunks will be deployed, to the other Party's switch. Subject to the terms herein**, each Party is individually responsible to provide facilities to the POI. The Parties will negotiate **implement** the appropriate trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Section 20 of Article III.

3.2.4 Separate local trunk groups may be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically stated otherwise in this Agreement:

3.2.4.1 911/E911 trunks;

3.2.4.2 Mass Calling Trunks, if applicable; and

3.2.4.3 Toll Free Service trunks where **CLEC provides such service to its customers.

3.3 Network Connection and POI

3.3.1 Indirect Network Connection

3.3.1.1 Indirect Network Connection in intended only for de minimis traffic associated with **CLEC "start-up" market entry into a CenturyTel local exchange. Therefore Indirect Network Interconnection will be allowed only on routes between CenturyTel End Offices and a **CLEC Switch in instances where, and only so long as, none of the triggers set forth in Section 3.3.2.4 of this Article have been reached.

3.3.1.2 Indirect Network Connection shall be accomplished by CenturyTel and **CLEC each being responsible for delivering Local Traffic to and receiving Local Traffic at the Tandem Switch serving the CenturyTel End Office. Each Party is responsible for the facilities to its side of the Tandem. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the Tandem.

3.3.1.3 The Parties agree to enter into their own agreements with third-party providers. In the event that **CLEC sends traffic through

CenturyTel's network to a third-party provider with whom **CLEC does not have a traffic interexchange agreement, then **CLEC agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.

3.3.1.4 To the extent a Party combines Local Traffic and Jointly-Provided Switched Access Traffic on a single trunk group for indirect delivery through a Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for jurisdictionalization of traffic or call detail samples. Call detail or direct jurisdictionalization using CPN information may be exchanged in lieu of PLU, if it is available. The terminating Party should apportion per minute of use (MOU) charges appropriately.

**3.3.1.1 Either Party may deliver Local Traffic and ISP-bound Traffic indirectly to the other for termination through any carrier to which both Parties' networks are interconnected directly or indirectly. The Originating Party shall bear all charges payable to the transiting carrier(s) for such transit service with respect to Local Traffic and ISP-bound Traffic.**

**3.3.1.2 Unless otherwise agreed, the Parties shall exchange all Local Traffic and ISP-bound Traffic indirectly through one or more transiting carriers until the total volume of Local Traffic and ISP-bound Traffic being exchanged between the Parties' networks exceeds 240,000 minutes per month for three (3) consecutive months, at which time either Party may request the establishment of Direct Interconnection. Notwithstanding the foregoing, if either Party is unable to arrange for or maintain transit service for its originated Local Traffic upon commercially reasonable terms before the volume of Local Traffic and ISP-bound Traffic being exchanged between the Parties' networks exceeds 240,000 minutes per month, that Party may unilaterally, and at its sole expense, utilize one-way trunk(s) for the delivery of its originated Local Traffic to the other Party.**

**3.3.1.3 After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated Local Traffic and ISP-bound Traffic indirectly except on an overflow basis to mitigate traffic blockage, equipment failure or emergency situations.**

**3.3.1.4 Local Traffic and ISP-bound Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same Reciprocal Compensation, if any, as Local Traffic and ISP-bound Traffic exchanged through Direct Interconnection.**

3.3.2. Direct Network Connection and Point of Interconnection (POI)

3.3.2.1 Unless the Parties mutually agree otherwise, a Direct Network Connection and a POI shall be established upon occurrence of any of the triggers set forth in Section 3.3.2.4 of this Article.

3.3.2.2 A Direct Network Connection shall be established by connecting **CLEC's network to CenturyTel's network at a technically feasible point on CenturyTel's network within the CenturyTel local exchange. The connection can be established in any of the manners described in Section 2 of this Article.

3.3.2.3 The Direct Network Connection point established in Section 3.3.2.2 of this Article shall also be the POI. Each Party shall be responsible for establishing and maintaining all facilities on its side of the POI. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI.

3.3.2.4 Unless the Parties agree otherwise, a Direct Network Connection and POI shall be established upon the occurrence of either of the following:

3.3.2.4.1 **CLEC has begun serving End Users within a CenturyTel local exchange, or has assigned to any End User numbers that are rated to a Rate Center that is within the Local Calling Area of a CenturyTel exchange and the resulting Local Traffic that is to be exchanged between the Parties is equal to or greater than a DS-1 trunk equivalency as described in Section 3.3.2.5 of this Article.

3.3.2.4.2 Either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed $200.00 for one month.

3.3.2.5 A DS-1 trunk equivalency is deemed established in any the following instances:

3.3.2.5.1 Traffic studies of peak busy CCS indicate that the number of trunks necessary to achieve a .001 Grade of Service based upon application of the Erlang B table is

equal to or exceeds twenty-four (24) for three (3) consecutive months, or for three (3) months of any consecutive five (5) month period.

3.3.2.5.2 Combined two-way traffic between two single Switches of each Party reaches 200,000 combined minutes of use per month for two (2) consecutive months, or for any two (2) months in a consecutive three-month period.

3.3.2.5.3 At any point where a traffic forecast prepared pursuant to requirements of Article III, Section 11 or Article V, Section 3.5 indicates that combined two-way traffic between two single Switches of each Party will exceed 200,000 minutes of use per month.

3.3.2.5.4 In any instance where **CLEC has requested to port a number or numbers associated with an End User Customer and it is known that local trunks previously associated with that customer and those numbers equaled or exceeded 24. In any other instance where it can be shown that a customer that **CLEC is about to serve previously had 24 or more local trunks associated with the service that the customer will disconnect or has disconnected in migrating its service to **CLEC.

3.3.2.5.5 In any instance where **CLEC is providing a Tandem function then **CLEC must direct connect to CenturyTel pursuant to the terms of this section. In such situations, **CLEC also shall record and provide billing records for that traffic transiting its Switch and terminating to CenturyTel.

3.3.2.6 The Parties may mutually agree to establish a Direct Network Interconnection even where none of the conditions set forth in Section 3.3.2.4 of this Article has occurred.

3.3.2.7 Each Party shall be responsible for establishing and maintaining all facilities on its side of the POI. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI.

3.3.2.8 All traffic received by CenturyTel on the direct End Office trunk group from **CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by **CLEC on the direct End Office trunk group from CenturyTel must terminate in the End Office, i.e., no Tandem switching will be performed

in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).

3.3.2.9 **CLEC and CenturyTel shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types. **CLEC and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic. Notwithstanding the above, CenturyTel requires separate trunk groups from **CLEC to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs.

3.3.2.9.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

3.3.2.9.2 Each Party shall only deliver traffic over the local connection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.

3.3.2.9.3 Neither party shall route Switched Access Service traffic over Local Interconnection Trunks, or Local Traffic over Switched Access Service trunks.

3.4 Trunk Groups

3.4.1 The following trunk groups shall be used to exchange local traffic between **CLEC and CenturyTel.

3.4.2 Local Interconnection Trunk Group(s) in Each Exchange

3.4.2.1 Direct End Office Trunking

3.4.2.1.1 **The Parties shall establish** As described in 3.3.1.1, the Parties have established a direct End Office primary high usage Local Interconnection Trunk Group**s** for the exchange of Local Traffic, where actual or projected traffic **volume reaches** demand is or will be twenty four (24) or more trunks, **for three consecutive months** as described in Section 3.3.2.5 of this Article.

3.4.3 [Intentionally omitted]

3.4.4 **CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, CenturyTel will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by **CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.4.5 <u>High Volume (HV) / Mass Calling (Choke) Trunk Group:</u>

3.4.5.1 If **CLEC should acquire a HV/Mass Calling customer, i.e. an ISP or a radio station, **CLEC shall provide written notification to CenturyTel.

3.5 Forecasting and Planning Responsibilities

3.5.1 **CLEC agrees to provide an initial forecast for establishing the initial Interconnection facilities pursuant to Article III, Section 11. CenturyTel shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to **CLEC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. **CLEC shall provide subsequent forecasts on a semi-annual basis. **CLEC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this section for a minimum of three years. Forecasts shall be non-binding on both CenturyTel and **CLEC. CenturyTel shall take **CLEC's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the **CLEC. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject both to capacity existing at the time the order is submitted as well as to the demonstrated need based on the fill rate of the existing trunks and facilities. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time.

3.5.2 The semi-annual forecasts shall include:

3.5.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

3.5.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

3.5.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

3.5.4 **CLEC shall be responsible for forecasting two-way trunk groups. CenturyTel shall be responsible for forecasting and servicing the one-way trunk groups terminating to **CLEC, and **CLEC shall be responsible for forecasting and servicing the one-way trunk groups terminating to CenturyTel, unless otherwise specified in this section. Standard trunk traffic engineering methods will be used by the Parties.

3.5.5 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.

3.5.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

3.5.7 CenturyTel shall attempt to meet **CLEC's requests for interconnection using Currently Available facilities and capacity. CenturyTel shall have no obligation to construct additional facilities or capacity to meet **CLEC's requests for Interconnection. However, if CenturyTel refuses a **CLEC request due to lack of facilities or lack of capacity, **CLEC may request to work with CenturyTel to establish a construction plan, and **CLEC shall bear all costs associated with engineering and constructing such additional facilities or capacity.

3.5.8 Notwithstanding the above, if **CLEC determines to offer local exchange service within a CenturyTel area, EAS to a CenturyTel' area or otherwise assign numbers rated to the CenturyTel exchange, **CLEC may, at it sole discretion, provide thirty (30) days written notice to CenturyTel of the

need to establish Interconnection. Such request shall include (i) CLEC's Switch address, type, and CLLI; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

3.5.8.1 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an Interconnect shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.

3.5.8.2 If, after the Effective Date,**CLEC deploys additional switches that will serve its End User Customers located in the CenturyTel service area, and which may necessitate the need to establish additional POIs with CenturyTel's network, then **CLEC shall provide written notice to CenturyTel to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If CenturyTel deploys additional End Office switches in a local exchange after the Effective Date or otherwise wishes to establish Interconnection with additional **CLEC Central Offices in such local exchange, CenturyTel shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

3.6 Trunk Design Blocking Criteria

3.6.1 In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty-one (21) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use medium day-to-day variation and 1.0 peakedness factor until actual traffic data is available) or equivalent Erlang B or Poisson factors.

TABLE 1

| Trunk Group Type | Design Blocking Objective |
|---|---|
| Local Direct End Office (Primary High) | as mutually agreed upon |
| Local Direct End Office (Final) | 1% |

3.7 Trunk Servicing

3.7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). **CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in Section 3.2 of this Article), CenturyTel will issue ASRs for trunk groups for traffic that originates from CenturyTel and terminates to **CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

3.7.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

3.7.3 Underutilization:

3.7.3.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

3.7.3.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

3.7.3.1.2 Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of an ASR the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the initiating ASR.

3.7.3.1.3 Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.

3.8 **CLEC will be responsible for engineering its network on its side of the POI. CenturyTel will be responsible for engineering its network on its side of the POI.

3.9 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this section shall be provided by CenturyTel to **CLEC. If either **CLEC or CenturyTel is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.

3.10 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 3.5 of this Article using Design Blocking Objectives stated in Section 3.6 of this Article.

3.10.1 Should **CLEC request trunking from CenturyTel in excess of the industry traffic engineering design blocking standard, referenced above, CenturyTel is not obligated to provide such trunking unless **CLEC agrees in writing to pay for the excess trunking on the CenturyTel side of the POI.

3.11 Trunk Data Exchange

3.11.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

3.11.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

3.12. Network Management

3.12.1 <u>Restrictive Controls</u>

3.12.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. **CLEC and CenturyTel will immediately notify each other of any protective control action planned or executed.

3.12.2 Expansive Controls

3.12.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.12.3 Temporary Mass Calling

3.12.3.1 **CLEC and CenturyTel shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

## 4.0 Compensation Arrangements for Transport and Termination

4.1 Introduction

4.1.1 This Section 4 of Article V sets forth terms and conditions for mutual compensation for transport and termination of Local Traffic between CenturyTel and **CLEC.

4.2 Transmission and Routing of Telephone Exchange Service Traffic Relevant to Compensation

4.2.1 The Telecommunications traffic exchanged between **CLEC and CenturyTel will be classified as Local Traffic, ISP-Bound Traffic, IP-Enabled Voice Traffic **Interconnected VoIP Service Traffic**, intraLATA Toll Traffic, or interLATA Toll Traffic.

4.2.1.1 "Local Traffic," for purposes of intercarrier compensation, is Telecommunications traffic originated by a End User Customer of one Party in an exchange on that Party's network and terminated to a End User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating

customer's exchange as defined by CenturyTel's applicable local exchange tariff. Local Traffic does not include: (1) any ISP-Bound Traffic; (2) traffic that does not originate and terminate within the same CenturyTel local calling area as such local calling area is defined by CenturyTel's applicable local exchange tariff; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) optional extended local calling area traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic.

4.2.1.2 "ISP-Bound Traffic" means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the local calling area of the originating End User. Traffic originated from, directed to or through an ISP physically located outside the originating End User's local calling area will be considered toll traffic and subject to access charges.

4.2.1.3 IP-Enabled Voice Traffic **Interconnected VoIP Service Traffic** originated by a End User Customer of one Party in an exchange on that Party's network and terminated to a End User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating customer's exchange as defined by CenturyTel's applicable local exchange tariff shall be included in Local Traffic. IP-Enabled Voice Traffic directed to a terminating End User physically located outside the originating End User's local calling area will be considered toll traffic and subject to access charges.

4.2.2 The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. When an End User originates a call which terminates to an End User physically located in the same local calling area and served on the other Party's switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Traffic in accordance with Section 4.4 of this Article.

4.2.2.1 For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their End User Customers, **CLEC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, **CLEC shall assign whole NPA/NXX codes to each

Rate Center, subject to State regulatory requirements. If **CLEC only obtains thousands blocks instead of whole NPA/NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA/NXX code.

4.2.2.2 If **CLEC assigns NPA/NXXs to specific rate centers and assigns numbers from those NPA/NXXs to **CLEC End-Users physically located outside of the Rate Center to which the NPA/NXX is assigned, CenturyTel traffic originating from within the Rate Center where the NPA/NXX is assigned and terminating to such Virtual NXX (VNXX) End-Users at a location outside the CenturyTel originating Rate Center, shall not be deemed Local Traffic, and therefore, no compensation shall be due from CenturyTel to **CLEC.

4.2.2.3 Further, **CLEC agrees to identify such VNXX traffic to CenturyTel and to compensate CenturyTel for originating and transporting such traffic to **CLEC at CenturyTel's tariffed switched access rates. If **CLEC does not identify such traffic, CenturyTel will, to the best of its ability, determine which whole **CLEC NPA/NXXs have been so assigned and CenturyTel shall charge the applicable rates for originating access service as reflected in CenturyTel's applicable access tariff. CenturyTel shall make appropriate billing adjustments if **CLEC can provide sufficient information for CenturyTel to determine the actual jurisdiction of the traffic.

4.2.3.4 If **CLEC assigns NPA/NXXs to specific Rate Centers and assigns numbers from those NPA/NXXs to **CLEC End-Users physically located both within and outside of the rate center to which the NPA/NXX is assigned, then **CLEC agrees to work with CenturyTel to develop a Percent Local Usage (PLU) factor for the traffic to those **CLEC End Users physically located within the Rate Center. CenturyTel shall use the PLU to determine the VNXX traffic subject to originating access charges pursuant to Section 4.2.2.3 of this Article. Actual call records shall be used to determine PLU where such are available. If actual call records are not available, **CLEC and CenturyTel will jointly negotiate a PLU. The PLU will be updated no more often than once per year.

4.2.3 Notwithstanding any other provision of the Agreement, Local Traffic does not include ISP-Bound Traffic. **CLEC and CenturyTel agree to terminate each other's ISP-Bound Traffic that physically originates and terminates in the same local calling area on a Bill and Keep basis of reciprocal compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating

Party, regardless of any charges the originating Party may assess its End Users.

4.2.4 When **CLEC establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.

4.2.5 The compensation arrangements set forth in this section are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional calling plans, where applicable, will be classified as toll traffic.

4.2.6 As set forth in Section 4.2.1.3 of this Article, IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter ("JIP") of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual IP caller location, not the location where the call enters the PSTN.

4.2.7 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

4.2.8 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days notice to the other Party, shall correct the routing of any traffic that is routed in a manner inconsistent with the terms of this Agreement by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.

4.2.9 Neither Party shall be obligated to compensate the other Party or any Third Party for telecommunications traffic that is inappropriately routed.

4.3 Responsibilities of the Parties

4.3.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).

4.3.2 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telecordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.

4.3.3 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

4.3.4 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

4.3.5 Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter

(OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.

4.4 Local Traffic Compensation

4.4.1 The rates, terms, conditions contained herein apply only to the termination of Local Traffic on the Parties' networks. All applicable rate elements can be found in Article IX- Pricing.

4.4.2 The Parties shall assume that Local Traffic originated by or terminating to the Parties' End-User Customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once every six (6) months. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the other Party's total terminated minutes for Local Traffic excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, either Party may notify the other that Reciprocal Compensation will commence for such Local Traffic, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, pursuant to the traffic termination rates set forth in Section I(A) of Article XI (Pricing). The Parties will negotiate rates pursuant to Article III, Section 46, which rates shall continue for the duration of the Term of this Agreement unless otherwise agreed pursuant to subsequent traffic studies (not more frequent than every 12 months) which indicate that the traffic has changed to reflect that neither party terminates more than 60% of the others traffic.

4.4.3 <u>End Office Termination Rate</u>

4.4.3.1 Where Reciprocal Compensation pursuant to the traffic termination rates set forth in Section I(A) of Article XI (Pricing) applies, the End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

4.5 [Intentionally omitted]

4.6 Transit Traffic

4.6.1 All references to CenturyTel Tandems in this section pertain only to those locations where CenturyTel currently owns a Tandem and where the

CenturyTel End Offices at which traffic is to be exchanged are actually connected to the CenturyTel Tandem. Tandem services are not available at CenturyTel End Offices where the End Offices are not connected to a CenturyTel Tandem.

4.6.2 Where CenturyTel is a tandem owner, Transit Service is provided by CenturyTel to **CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another **CLEC, another LEC, or a wireless carrier) that is connected to Access Tandem Switches of subtending CenturyTel's End Offices. To the extent that **CLEC's owns an Access Tandem Switch, as designated in the LERG, **CLEC may also provide Transit Service to CenturyTel.

4.6.3 For purposes of the Agreement, Transit Traffic does not include traffic that is carried by Interexchange Carriers at any point during the end-to-end transmission of the communication. For purposes of this Agreement, traffic carried at any point during the end-to-end transmission of the communication by one or more Interexchange Carriers is defined as Jointly-Provided Switched Access Service Traffic to which Sections 4.6.4.3 and 3.3.1.4 of this Article apply.

4.6.4 CenturyTel will accept Transit Traffic originated by **CLEC for termination to another CLEC, another LEC, or wireless carrier that is connected to CenturyTel's Access Tandem Switch or subtending End Office. CenturyTel will also terminate Transit Traffic from another CLEC, another LEC, or wireless carrier that is connected to CenturyTel's End Office and/or Access Tandem Switch to **CLEC, subject to the following.

4.6.4.1 To the extent technically feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/Signaling System 7 (SS7) protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

4.6.4.2 The originating carrier is responsible for payment of appropriate rates to the carrier providing the Transit Service and to the terminating carrier. The Parties agree to enter into traffic exchange agreements with third-party Telecommunications Carriers prior to delivering traffic to be transited to third-party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third-party Telecommunications Carrier with which the originating Party does not have a traffic exchange agreement, the originating Party will indemnify, defend and hold harmless the second Party against any termination charges levied by such third-party Telecommunications Carrier. In

the case of IntraLATA Toll Traffic where CenturyTel is the designated IntraLATA Toll provider for existing LECs, CenturyTel will be responsible for payment of appropriate usage rates to the existing LECs.

4.6.4.3 Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third-party terminations.

4.6.4.4 The following rates shall apply to Transit Traffic depending on the type of traffic being transited:

4.6.4.4.1 Transit of Local Traffic: Switching and transport rates will be charged to the originating Party, as contained in Article XI (Pricing).

4.6.4.4.2 Transit of IntraLATA Toll Traffic: A per-minute-of-use rate will be charged to the originating Party, as contained in CenturyTel's state access tariff.

4.6.4.4.3 Transit of Jointly-Provided Switched Exchange Access Service Traffic: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

4.6.4.4.4 Category 11 mechanized record charge, per record, shall apply for records provided to the terminating Party, as contained in Article XI (Pricing).

4.6.5 When CenturyTel receives an unqueried call from **CLEC to a telephone number that has been ported to another local service provider, **CenturyTel will complete such calls to the new local service provider and** Charter shall pay CenturyTel the applicable transit rate(s) and NP query charge set forth in Article XI (Pricing).

4.7 Billing.

4.7.1 CenturyTel shall render to **CLEC a bill for services ordered by Charter pursuant to Article V of this Agreement on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic or transiting, if applicable, shall be billed in arrears.

4.7.2 Billing Specifications.

4.7.2.1 The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies Billing Output Specifications (BOS).

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

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

## 5.0 Applicability of Other Rates, Terms and Conditions

5.1 Every interconnection and service provided hereunder, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Article and this Agreement, which are legitimately related to such interconnection or service.