

ARTICLE VI: UNBUNDLED NETWORK ELEMENTS (UNEs)

1.0 INTRODUCTION

In accordance with this Agreement and Applicable Law, CenturyTel agrees to provide Charter access to certain CenturyTel Network Elements, as specifically set forth herein, on an unbundled basis (“Unbundled Network Elements” or “UNEs”) individually for the provision of Telecommunications Services. Notwithstanding any other provision of this Agreement, CenturyTel shall only be obligated to provide UNEs to Charter to the extent required by this Agreement and Applicable Law and may decline to provide UNEs to Charter to the extent that provision of such UNEs are not required by this Agreement or Applicable Law.

2.0 GENERAL TERMS AND CONDITIONS

In addition to the more specific terms and conditions set forth in this Article governing specific UNEs or services, the terms and conditions of this Section 2 also shall apply with respect to the provisioning of each UNE or service made available under this Agreement.

- 2.1 Nondiscriminatory Access to UNEs. To the extent required by Applicable Law, CenturyTel will provide Charter with nondiscriminatory access to the UNEs made available under this Article. In providing access to UNEs under this Agreement, and to the extent required by Applicable Law, CenturyTel shall provide Charter, upon Charter’s request, access to all of the features, functions and capabilities of such UNEs in a manner that allows Charter to provide any Telecommunications Service that can be offered by means of such UNEs. Subject to the terms and conditions of this Article, Charter may order each such UNE individually or, to the extent permitted by Applicable Law, in Combination with other CenturyTel Network Elements or UNEs (Combinations) in order to permit Charter to provide Telecommunications Services to its End User Customers. Subject to the terms and conditions of this Agreement, and to the extent required by Applicable Law, Charter may also commingle a UNE or Combination with other wholesale services Charter has obtained from CenturyTel to provide Telecommunications Services to its End User Customers.
- 2.2 Quality of UNEs and Access to UNEs. To the extent technically feasible, the quality of a UNE provided by CenturyTel to Charter, as well as the quality of the access to such UNE, shall be equal in quality to that which CenturyTel provides to itself. If such quality is not technically feasible, the quality of such UNE or access to such UNE shall be the same for all CLECs that have requested access to such UNE.
- 2.3 Ordering Processes & Provisioning Intervals. Unless expressly stated otherwise in this Article, the ordering processes and standard provisioning intervals applicable to UNEs made available pursuant to this Article shall be as set forth in

the CenturyTel Service Guide. Standard provisioning intervals shall be substantially the same as the intervals under which CenturyTel provisions the same Network Elements to itself.

- 2.4 Existing Facilities. CenturyTel shall be obligated to provide UNEs pursuant to this Agreement only to the extent such UNEs (and the equipment and facilities necessary to provide such UNEs) are Currently Available in CenturyTel's network. Except as otherwise required by Applicable Law, CenturyTel shall have no obligation to construct or deploy new facilities or equipment in order to provision a UNE to satisfy Charter's request.
- 2.5 Statutory Restriction. Charter shall not access a UNE for the exclusive purpose of providing mobile wireless services or interexchange services. Charter may access UNEs for the purpose of providing a Telecommunications Service, which does not include the provision of telecommunications utilized by Charter for its own use, administrative or otherwise.
- 2.6 [Intentionally omitted]
- 2.7 Proprietary Network Elements. Any dispute between the Parties as to whether a Network Element is proprietary to CenturyTel shall be subject to the requirements and process set forth in 47 C.F.R. § 51.317.
- 2.8 Changes in Law. Notwithstanding anything elsewhere in this Agreement, the Parties expressly agree that any changes to ILEC unbundling obligations that occur after the Effective Date of this Agreement as a result of a change in law, including but not limited to, changes to the Act or changes to the FCC's rules governing the unbundling of Network Elements shall be subject to the change-in-law provisions set forth in Section 12 of Article III.
- 2.9 [Intentionally omitted]
- 2.10 [Intentionally omitted]
- 2.11 [Intentionally omitted]
- 2.12 [Intentionally omitted]
- 2.13 [Intentionally omitted]
- 2.14 [Intentionally omitted]
- 2.15 Effect of Charter Disconnecting a UNE. Where UNEs provided to Charter are dedicated to a single End User, if such elements are for any reason disconnected, they will be made available to CenturyTel for future provisioning needs unless such element is disconnected in error. Charter agrees to relinquish control of any such UNE concurrent with the disconnection of Charter's End User's services.

- 2.16 Parties Responsible for Own Services. Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers.
- 2.17 Ownership of UNE Facilities. The use of the terms “purchase” or “lease” herein notwithstanding, UNEs provided to Charter under the provisions of this Article will remain the property of CenturyTel. However, unless otherwise agreed by the Parties, Charter shall have exclusive use of a UNE purchased or leased under this Article for the period of time during which the terms of this Article are in effect, unless Charter sooner relinquishes its use of such facility pursuant to the terms of this Agreement.
- 2.18 Impairment of Service. Charter’s use of any CenturyTel UNE, or of its own equipment or facilities in conjunction with any CenturyTel UNE, will not materially interfere with or impair service over any facilities of CenturyTel, its Affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CenturyTel may discontinue Charter’s offending service or refuse service if Charter violates this provision.
- 2.19 Performance of Unbundled Network Elements.
- 2.19.1 Upon Charter’s specific request, CenturyTel shall provide Charter technical information about CenturyTel’s network facilities sufficient to facilitate Charter’s access to UNEs consistent with the requirements of Applicable Law and this Agreement.
- 2.19.2 Nothing in this Agreement will limit either Party’s ability to modify its network through the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such upgrades in its network which could reasonably be expected to materially impact the other Party’s service consistent with the timelines and guidelines established by 47 C.F.R. §§ 51.325-335. Charter will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesign or rearrangement of its Telecommunications Services which may be required because of changes in facilities, operations or procedure of CenturyTel, minimum network protection criteria, or operating or maintenance characteristics of the facilities.
- 2.20 Equipment Compatibility. Charter will use and/or connect equipment and facilities to UNEs obtained from CenturyTel that are compatible with such UNEs.

- 2.21 Denial of UNE Request. In the event that CenturyTel asserts that it does not have the ability to provide the requested Network Elements, CenturyTel shall provide an explanation of the reason CenturyTel cannot provide the requested Network Elements. If the reason that CenturyTel cannot provide the requested Network Elements is due to a lack of facilities, CenturyTel shall have no obligation to construct such Network Elements at Charter's request. However, Charter may request to work with CenturyTel to establish a construction plan, and Charter shall bear all costs associated with engineering and construction of any additional Network Elements at Charter's request and/or for Charter's use.

3.0 NETWORK INTERFACE DEVICE

- 3.1 Existing NIDS. CenturyTel shall provide to **CLEC nondiscriminatory access to NIDs pursuant to the terms of this Article and to the extent that such NIDs are Currently Available in CenturyTel's network. CenturyTel shall have no obligation to construct or deploy new facilities or equipment in order to provision a NID to satisfy Charter's request. NIDs shall remain the property of CenturyTel.
- 3.2 Impairment of Service. Charter's use of any CenturyTel NID, or of its own equipment or facilities in conjunction with any CenturyTel NID, will not materially interfere with or impair service over any facilities of CenturyTel, its Affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CenturyTel may discontinue Charter's offending service or refuse service if Charter violates this provision.
- 3.3 Subject to the provisions of this Section 3.0 and its subsections, CenturyTel shall provide access to the NID under the following terms and conditions. Rates and charges applicable to NIDs are set forth in Article XI (Pricing), and such rates and charges shall apply to any Charter use of the CenturyTel NID. Charter's use of the NID is defined as any circumstance where a Charter provided wire is connected to End User Customer's Inside Wiring in any manner and such connection is housed within any portion of the NID.
- 3.4 Except in those multi-unit tenant properties where CenturyTel owns and maintains control over inside wire within a building, mMaintenance and control of the End User Customer's Inside Wiring (**i.e., on the End User Customer's side of the NID**) is under the control of the End User Customer. Conflicts between telephone service providers for access to the End User's Inside Wire **on the End User's side of the NID** must be resolved by the End User.
- 3.5 Charter may access the NID on CenturyTel's network side or the End User Customer access side on a stand-alone basis to permit Charter to connect its own

loop facilities to the premises wiring at any customer location. Charter may not access the NID except in accordance with these terms. Any repairs, upgrade and/or rearrangements to the NID requested or required by Charter will be performed by CenturyTel based on the Time and Material Charges set out in Article XI (Pricing). CenturyTel, at the request of Charter, will disconnect the CenturyTel Local Loop from the NID, at charges reflected in Article XI (Pricing). Charter may elect to disconnect CenturyTel's Local Loop from the NID on the End User Customer's access side of the NID, but Charter shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall Charter connect to use either side of the NID unless the CenturyTel network is first disconnected from the NID as set forth in this Article.

3.5.1 Notwithstanding any other provision of this Agreement, when Charter is connecting a Charter provided loop to the inside wiring of a customer's premises through the customer side of the CenturyTel NID, Charter does not need to submit a request to CenturyTel and CenturyTel shall not charge Charter for access to the CenturyTel NID.

3.5.1 Notwithstanding any other provision of this Agreement, when Charter is connecting a Charter provided loop to the End User Customer's Inside Wiring at the Charter provided interface device (i.e. terminal equipment) without also connecting within the End User Customer access side of the CenturyTel NID, Charter does not need to submit a request to CenturyTel and CenturyTel shall not charge Charter for access to the CenturyTel NID, unless any portion of such connection, including but not limited to the End User Customer's Inside Wire or the Charter provided loop, is housed within any portion of the NID. If any portion of such connection is housed within any portion of the NID, NID use charges shall apply. Removing the End User Customer's Inside Wire from the protector lugs and leaving the capped off customer wire within the NID is the only situation not considered use of the NID.

- 3.6 With respect to multiple dwelling units or multiple-unit business premises, Charter shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyTel's NID.
- 3.7 CenturyTel shall be under no obligation to install a NID in order to enable Charter to interconnect to such NID, but CenturyTel shall make available to Charter any NID that exists at the time Charter seeks interconnections to a NID to serve an End User Customer. The NIDs that Charter uses under this Article will be existing NIDs already installed by CenturyTel to serve its End Users.
- 3.8 In no case shall Charter access, remove, disconnect or in any other way rearrange CenturyTel's loop facilities from CenturyTel's NIDs, enclosures or protectors. In no case shall Charter attach to, remove or disconnect ground wires from

CenturyTel's NIDs, enclosures or protectors. In no case shall Charter remove or disconnect NID modules, protectors or terminals from CenturyTel's NID enclosures.

- 3.9 Charter may request any additional types of access to the NID not specifically referenced above. CenturyTel will consider the requested type of access pursuant to a formal written request by Charter.

4.0 [Intentionally omitted]

5.0 [Intentionally omitted]

6.0 [Intentionally omitted]

7.0 [Intentionally omitted]

8.0 [Intentionally omitted]

9.0 CALL-RELATED DATABASES

- 9.1 Call-related databases are defined as databases other than operations support systems that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a Telecommunications Service. Call-related databases include the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and down stream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases. Access to the CenturyTel 911 or E911 call-related databases will be provided as described in Article VII (E911) and consistent with CenturyTel's obligations under 47 C.F.R. 51.319(f).

10.0 [Intentionally omitted]

11.0 [Intentionally omitted]

12.0 PRICING

Charter agrees to pay CenturyTel the rates and charges applicable to the UNEs and services it provides to Charter pursuant to this Article as such rates and charges are set forth in Article XI (Pricing).