

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 Groups 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 High Volume (HV) / Mass Calling (Choke) Trunk Group:

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 its 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

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
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 Restrictive Controls

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 Telcordia 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 End Office Termination Rate

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 and NP ~~query~~ dip 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.

## 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.
- 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 obtain unbundled access to the NID on CenturyTel's network side or the End User Customer's 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 connect the End User Customer side of 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 customer's 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 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.**

**3.5.2** Notwithstanding any other provision of this Agreement, when Charter is connecting a Charter provided loop to the CLEC provided interface device (i.e. terminal equipment) to the Inside Wiring of a customer's premises without connecting to the End User Customer side of the CenturyTel NID, Charter does not need to submit a request to CenturyTel and CenturyTel shall not charge Charter for the processes described herein.

- 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).

## **ARTICLE VII: E911 SERVICE CONNECTION AND DATABASE ACCESS**

### **1.0 GENERAL**

E911 Universal Emergency Number Service is a method of routing 911 calls to a Public Safety Answering Point (PSAP) that uses a customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It can include selective routing.

### **2.0 DEFINITIONS**

- 2.1 As used herein and for the purposes of this Article, the following terms will have the meanings set forth below:
  - 2.1.1 "911 Trunk" means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from \*\*CLEC's End Office to the Selective Router in accordance with applicable NENA Standards.
  - 2.1.2 "ALI Database" - A database which stores information associated with end user customers' telephone numbers.
  - 2.1.3 "Automatic Location Identification" or "ALI" means a record that includes the subscriber's name, street address, emergency service number and other predetermined information associated with the E-911 caller's telephone number.
  - 2.1.4 "Automatic Number Identification" or "ANI" means the telephone encoding of a subscriber's telephone number, used for selective routing and for display at a Public Safety Answering Point (PSAP) to identify the caller. It is the key field in an ALI database.
  - 2.1.5 "Company Identifier" or "Company ID" means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End User. The Company Identifier is maintained by NENA in a nationally accessible database.
  - 2.1.6 "Database Management System" or "DBMS" means a system of manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.

- 2.1.7 “E911 Customer or PSAP Operator” - A municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire service through the use of one telephone number, 911.
- 2.1.8 “E911” (also referred to as “Expanded 911 Service” or “Enhanced 911 Service” or “E911 Service”) means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing.
- 2.1.9 “E911 Service Provider” is a local exchange carrier that provides the Selective Routers and Router to PSAP facilities used to route 911 calls to PSAPs. In addition, the E911 Service Provider furnishes ALI database services as required.
- 2.1.10 “Emergency Services” means law enforcement, fire, ambulance, rescue, and medical services.
- 2.1.11 “Emergency Service Number” or “ESN” means a three- to five-digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).
- 2.1.12 “National Emergency Number Association” or “NENA” means a not-for-profit corporation established in 1982 to further the goal of “One Nation-One Number” for emergency calls. NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.
- 2.1.13 “Public Safety Answering Point” or “PSAP” - An answering location for 911 calls originating in a given area. The E911 PSAP Operator may designate a PSAP as primary or secondary, which refers to the order in

which calls are directed for answering. Primary PSAPs respond first, secondary PSAPs receive calls on a transfer basis only. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

- 2.1.14 “Selective Routing” and “Selective Router” means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

### 3.0 CENTURYTEL RESPONSIBILITIES

- 3.1 When CenturyTel is the E911 Service Provider in a particular Rate Center in which \*\*CLEC furnishes local telephone exchange service, CenturyTel shall have the obligations in this Section 3 and its subsections.
- 3.2 Call Routing
- 3.2.1 CenturyTel will switch 911 calls through the Selective Router to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the E911 Customer (PSAP).
- 3.2.2 CenturyTel will forward the calling party number (ANI) it receives from \*\*CLEC and the associated 911 Automatic Location Identification (ALI) to the applicable PSAP for display. If ANI is forwarded by \*\*CLEC, but no ALI record is found in the E911 DBMS, CenturyTel will report this “No Record Found” condition to \*\*CLEC in accordance with NENA standards.
- 3.3 Facilities and Trunking
- 3.3.1 CenturyTel shall provide and maintain sufficient dedicated E911 circuits/trunks from each applicable Selective Router to the PSAP(s) of the E911 PSAP Operator, according to provisions of the applicable State authority, applicable NENA standards and documented specifications of the E911 PSAP Operator. CenturyTel will permit \*\*CLEC to lease 911 facilities from \*\*CLEC’s network to CenturyTel’s Selective Router(s) at the rates set forth in Article XI (Pricing). **The rates for 911 facilities set forth in Section IV.B, of Article XI (Pricing) are TELRIC-based rates as required by Section 251(c).** \*\*CLEC has the option to secure alternative 911 facilities from another provider to provide its own facilities.

- 3.3.2 Upon written request by \*\*CLEC, CenturyTel shall, in a timely fashion and at no charge, provide \*\*CLEC with a description of the geographic area (or Rate Centers) and PSAPs served by the E911 Selective Router(s) based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto.
- 3.3.3 CenturyTel and \*\*CLEC will cooperate to promptly test all trunks and facilities between \*\*CLEC's switch and the CenturyTel SR(s) in accordance with industry standards

#### 3.4 Database

- 3.4.1 Where CenturyTel manages the E911 database, CenturyTel shall store \*\*CLEC's End User 911 Records (that is, the name, address, and associated telephone number(s) for each of \*\*CLEC's End Users within the area served by the PSAP) in the electronic data processing database for the E911 DBMS. \*\*CLEC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.
- 3.4.2 Where it is the DBMS provider, CenturyTel shall password protect to the E911 database or central office based database management systems for use by local exchange telecommunications companies solely for the purpose of updating subscriber records when local exchange telecommunications companies are responsible for updating such records.
- 3.4.3 CenturyTel shall coordinate access to the CenturyTel E911 DBMS for the initial loading and updating of \*\*CLEC's End User 911 Records.
- 3.4.4 CenturyTel ALI database shall accept electronically transmitted files that are based upon NENA standards.
- 3.4.5 CenturyTel will update \*\*CLEC's End User 911 Records in the E911 DBMS, at no charge to \*\*CLEC, if \*\*CLEC uses CenturyTel's E911 gateway to maintain \*\*CLEC's End User records. Because Charter does not participate in the County contract for E911 service, such updates shall be subject to an applicable charge as set forth more fully in Section 3.4.8. CenturyTel will then provide \*\*CLEC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures to be provided to \*\*CLEC.
- 3.4.6. Where CenturyTel manages the DBMS, CenturyTel shall provide \*\*CLEC with an electronic file containing the Master Street Address Guide (MSAG) for \*\*CLEC's respective exchanges or communities for



areas where \*\*CLEC does business as a local exchange service provider. Additional copies of the MSAG file are available at the rate set forth in Article XI (Pricing).

- 3.4.7 Where CenturyTel manages the DBMS, CenturyTel shall establish a process for the management of NPA splits by populating the DBMS with the appropriate Numbering Plan Area (NPA) codes.
- 3.4.8 Pursuant to its Tariffs, CenturyTel may charge the appropriate E911 PSAP Operator for each \*\*CLEC subscriber record that CenturyTel maintains in the E911 database or DBMS. Thus, charges will be collected from the PSAP Operator and not the \*\*CLEC.

#### **4.0 \*\*CLEC RESPONSIBILITIES**

- 4.1 When CenturyTel is the E911 Service Provider in an exchange where \*\*CLEC offers local exchange service and wants to commence provision of such service, \*\*CLEC shall have the obligations in this Section 4 and its subsections.
- 4.2 Call Routing
  - 4.2.1 \*\*CLEC will transport 911 calls from its switch to the applicable CenturyTel Selective Router associated with each exchange where \*\*CLEC provides basic local exchange service or other service that includes 911 or E911 functionality.
  - 4.2.2 \*\*CLEC will forward the ANI information of the party calling 911 to the CenturyTel Selective Router.
- 4.3 Facilities and Trunking
  - 4.3.1 \*\*CLEC shall provide sufficient facilities and trunks at each CenturyTel 911 Selective Router that serves each exchange area in which \*\*CLEC is provides exchange service. \*\*CLEC acknowledges that its End Users in a single local calling scope may be served by different Selective Routers and \*\*CLEC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 Selective Router.
  - 4.3.2 \*\*CLEC shall obtain a minimum of two dedicated one-way outgoing trunks (DS0 level or better) to reach each PSAP and will connect these trunks to the Selective Router that serves the PSAP in accordance with applicable NENA standards. Where a Selective Router serves more than one PSAP, for CMRS and nomadic VOIP providers, the pairs of trunks will be dedicated to specific PSAPs associated with \*\*CLEC's exchange

areas. For purposes of this Article VII, the term "nomadic VoIP provider" shall be defined as a provider of interconnected VoIP services that offers its End User Customers the ability to send and receive calls from any location with a broadband connection, rather than providing such service from a fixed location or address. \*\*CLEC shall maintain transport capacity sufficient to route traffic over trunks between \*\*CLEC's switch and the CenturyTel Selective Router. \*\*CLEC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized governmental authority.

- 4.3.3 \*\*CLEC is responsible for requesting and providing for trunking and facilities to be routed diversely for 911 connectivity.
- 4.3.4 \*\*CLEC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the CenturyTel 911 Selective Router(s).
- 4.3.5 \*\*CLEC shall monitor its 911 trunks for the purpose of determining originating network traffic volumes. If \*\*CLEC's traffic study indicates that additional trunks are needed to meet the current level of 911 call volumes, \*\*CLEC shall add additional trunks.
- 4.3.6 \*\*CLEC will cooperate with CenturyTel to promptly test all 911 trunks and facilities between \*\*CLEC's network and the CenturyTel 911 Selective Router(s), in accordance with industry standards, to assure proper functioning of 911 Service. \*\*CLEC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

#### 4.4 Selective Router Port Charges/Terminations for Connecting Companies

- 4.4.1 \*\*CLEC will be charged a monthly recurring and one-time charge per trunk to establish the hardware connection to the Selective Router that provides connectivity for incoming 911 trunks to enable competitive local exchange carrier access to the emergency services network. Such connectivity charges are set forth in Article XI (Pricing), Section IV and shall apply to Charter pursuant to this Article. A Selective Router Port Connection is required for each individual trunk.
- 4.4.2 In addition to the standard connectivity charge, a CMRS/VOIP Service Additive is an additional monthly charge specifically for software/firmware required only by CMRSs and nomadic VOIP providers to provide for multiple 10-20 digit streams using a Call Associated Signaling (CAS) arrangement. The Additive will not be charged to \*\*CLEC because \*\*CLEC's services are not nomadic services.

4.4.3 Third Party Frame Relay Access Device (FRAD) Connectivity provides allows for retrieval of ALI Database Information for wireless and competitive Local Providers using a non-CenturyTel Third Party Database \*\*CLEC over a Non-Call Associated Signaling (NCAS) solution. Upon receipt of a call at the PSAP location, a request is forwarded through the ANI/ALI Controller that first queries a CenturyTel-controlled database for specific caller information via a full period data circuit. If the information is unavailable with the CenturyTel-controlled database, software "broadcasts" a request for data through a Frame Relay network to Third Party-controlled databases to retrieve the data. Third Party FRAD Connectivity is composed of the two below components.

4.4.3.1 FRAD Access establishes a Frame Relay connection at the Central Office as well as whatever data circuits are needed to gain access to the Frame Relay network provider. Data connectivity to the Third Party Frame Relay service is additional and must be coordinated by the provider requiring service. The third-party record provider must provide the 56k circuit.

4.4.3.2 Steerable ALI Software is required for each Competitive Local Provider or wireless vendor or their agent for each CenturyTel-controlled database platform to which a Non-Call Associated Signaling (NCAS) connection is required. Steerable ALI is a Software product that provides a means of "broadcasting" a request for data across all active channels to retrieve the proper ANI/ALI information for a given request.

#### 4.5 Database

4.5.1 Once E911 trunking has been established and tested between \*\*CLEC's End Office and appropriate Selective Routers, \*\*CLEC or its representatives shall be responsible for providing \*\*CLEC's End User 911 Records to CenturyTel for inclusion in CenturyTel's DBMS on a timely basis.

4.5.2 \*\*CLEC or its agent shall provide initial and ongoing updates of \*\*CLEC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.5.3 \*\*CLEC shall adopt use of a CenturyTel ID on all \*\*CLEC End User 911 Records in accordance with NENA standards. The CenturyTel ID is used to identify the carrier of record in facility configurations.

- 4.5.4 \*\*CLEC is responsible for providing CenturyTel updates to the ALI database. In addition, \*\*CLEC is responsible for correcting any errors that may occur during the entry of their data to the CenturyTel 911 DBMS.
- 4.5.5 \*\*CLEC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.
- 4.6 Other
  - 4.6.1 If \*\*CLEC uses a third-party database provider, **and provides Nomdic VoIP, as defined in Section 4.3.2 (above),** \*\*CLEC shall obtain its own routable but non-dialable ESQs for each PSAP to which CenturyTel provides or shall provide coverage, and shall supply these ESQs to CenturyTel for the Selective Routers servicing each such PSAP. If warranted by traffic volume growth, or if upon request by a PSAP or other governmental or quasi-governmental entity, \*\*CLEC shall promptly obtain the appropriate number of additional ESQs to be allocated to each PSAP as may be appropriate under the circumstances. **The term “ESQ” as used herein, shall be defined as an Emergency Services Query Key, which is used by the National Emergency Numbering Association (“NENA”) as a key to identify a call instance at a VoIP Positioning Center, and which is associated with a particular selective router/emergency services combination.**
  - 4.6.2 \*\*CLEC is responsible for collecting from its retail End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or retail end users by any municipality or other governmental entity within whose boundaries \*\*CLEC provides local exchange service.

## **5.0 RESPONSIBILITIES OF BOTH PARTIES**

- 5.1 The Parties shall jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from \*\*CLEC to the designated CenturyTel 911 Selective Router(s).
- 5.2 Where SS7 connectivity is available and required by the applicable E911 Customer (PSAP), the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.
- 5.3 \*\*CLEC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems on its network or its leased non-CenturyTel network. CenturyTel will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems from its network up to CenturyTel's 911 Selective Router if \*\*CLEC obtains facilities from CenturyTel for this purpose. CenturyTel will be responsible for the isolation, coordination and restoration of all 911 network maintenance problems from the Selective Router to the appropriate PSAP(s). \*\*CLEC is responsible for advising CenturyTel of the circuit identification and the fact that the circuit is a 911 circuit when notifying CenturyTel of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. CenturyTel will refer network trouble to \*\*CLEC if no defect is found in CenturyTel's 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

## **6.0 METHODS AND PRACTICES**

- 6.1 With respect to all matters covered by this Article, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any governmental authority other than a Commission, and (iii) the principles expressed in the recommended standards published by NENA.

## **7.0 CONTINGENCY**

- 7.1 The Parties agree that E911 service is provided for the use of the E911 PSAP Operator, and recognize the authority of the E911 PSAP Operator to establish service specifications and grant final approval (or denial) of service configurations offered by CenturyTel and \*\*CLEC. These specifications shall be documented in a form which shall be provided by CenturyTel at the time of \*\*CLEC's initial contact with CenturyTel's 911 service team (the "Specifications Form"). \*\*CLEC shall complete the Specification Form and submit it to CenturyTel not later than forty-five (45) days prior to the date \*\*CLEC intends to begin providing basic local exchange service in a particular Rate Center in which \*\*CLEC is authorized to provide local telephone exchange service. CenturyTel

shall complete its portion of the Specification Form and return it to \*\*CLEC not later than fifteen (15) days after receipt of the Specification Form from \*\*CLEC.

- 7.2 \*\*CLEC must obtain documentation of approval of the Specification Form from the appropriate E911 PSAP Operators that have jurisdiction in the area(s) in which \*\*CLEC's retail End Users are located. \*\*CLEC shall provide documentation of all requisite approval(s) to CenturyTel prior to the use of \*\*CLEC's E911 connection for actual emergency calls. \*\*CLEC's process to obtain approval will be done in accordance with applicable State statutes or requirements as appropriate.
- 7.3 Each Party has designated a representative who has the authority to complete additional Specifications Forms when necessary to accommodate expansion of the geographic area of \*\*CLEC into the jurisdiction of additional PSAPs or to increase the number of trunks. \*\*CLEC must obtain approval from the applicable E911 PSAP Operator of each additional Specification Form, as set forth in this Section 7, and shall furnish documentation of all requisite approvals of each additional Specification Form in accordance with this Section 7.

## **8.0 BASIS OF COMPENSATION**

- 8.1 Compensation to CenturyTel for provision of connection to E911 service provided will be in accordance with the charges set forth in Article XI (Pricing), and applied in accordance with the specifications and configurations set forth in the Specifications Form.
- 8.2 Charges will begin on the date connection to E911 service commences and shall be billed on monthly statements in advance. Payment will be made in accordance with Article III of the Agreement.
- 8.3 In satisfaction of \*\*CLEC orders or requests related to E911 Service, CenturyTel may be required to make expenditures or otherwise incur costs that are not otherwise listed in this Article. In such event CenturyTel is entitled to reimbursement from \*\*CLEC for all such costs, where mutually agreed upon, and following specific, detailed notice by CenturyTel to \*\*CLEC of the specific costs for which CenturyTel seeks reimbursement, and following \*\*CLEC's acceptance of such reimbursement liability and concurrence to proceed with fulfilling the order or request. For all such costs and expenses, CenturyTel shall be reimbursed, through individual case basis non-recurring charges ("NRCs"), for the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges.

## 9.0 LIABILITY

- 9.1 E911 Service is provided by CenturyTel subject to State statutory limitations of liability and the following subsections.
- 9.2 CenturyTel's entire liability to \*\*CLEC or any person for interruption or failure of any aspect of E911 shall be limited by the terms set forth in this Section 9, the Rules and Regulations section of this Article, and in any sections of other Articles which apply to the provision of E911 by CenturyTel. E911 is offered solely to assist \*\*CLEC in providing E911 in conjunction with applicable fire, police, and other public safety agencies. By providing E911 to \*\*CLEC, CenturyTel does not create any relationship or obligation, direct or indirect, to any third party other than \*\*CLEC.
- 9.3 CenturyTel **Neither Party** shall not be liable for civil damages, whether in contract, tort or otherwise, to **the other Party** any person, corporation, or other entity for any loss or damage caused by any act or omission of CenturyTel or its employees, agents or contractors, in the design, development, installation, maintenance, or provision of any aspect of E911 other than an act or omission constituting **negligence**, gross negligence or, **intentional**, wanton or willful misconduct. However, in no event shall CenturyTel's liability to any person, corporation, or other entity for any loss or damage exceed an amount equal to the prorated allowance of the applicable rate set forth in Article XI (Pricing) for the service or facilities provided to \*\*CLEC for the time such interruption to service or facilities continues, after notice by \*\*CLEC to CenturyTel. No allowance shall be made if the interruption is due to the negligence or willful act of \*\*CLEC. In no event shall **either Party** CenturyTel be held liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of E911, **unless caused by an act or omission of a Party constituting negligence, gross negligence, intentional or willful misconduct.**
- 9.4 **Each Party (Indemnifying Party)** \*\*CLEC shall indemnify and hold harmless **the other Party (Indemnified Party)** CenturyTel from any damages, claims, causes of action, or other injuries whether in contract, tort, or otherwise which may be asserted by any person, business, governmental agency, or other entity **against the Indemnified Party** CenturyTel as a result of any act or omission of **the Indemnifying Party** \*\*CLEC or any of its employees, directors, officers, contractors or agents, except for **the Indemnified Party's** CenturyTel acts of negligence, gross negligence or wanton or willful misconduct in connection with designing, developing, adopting, implementing, maintaining, or operating any aspect of E911 or for releasing subscriber information, including nonpublished or unlisted information in connection with the provision of E911 Service.

- 9.5 CenturyTel shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of E911 when any 911 call originates from a system or line which makes the provision of specific location information impossible to provide for technical reasons. These technical reasons can include, but are not limited to, technical inability to provide subscriber information associated with multi-party lines, or private telecommunications services, such as PBXs or shared tenant services and calls originating over Centrex lines.
- 9.6 CenturyTel shall not be liable or responsible for any indirect, incidental, consequential, punitive, special, or exemplary damages associated with the provision of any aspect of E911 when there is a failure of or interruption E911 due to **caused by** the attachment of any equipment by \*\*CLEC to CenturyTel facilities, **except to the extent caused by a CenturyTel act or omission constituting negligence, gross negligence, intentional or willful misconduct.** \*\*CLEC may, with the prior written consent of CenturyTel, which consent shall not be unreasonably withheld, attach features, devices, or equipment of other vendors to the equipment or network facilities provided by CenturyTel. Said attachments, devices, or equipment must meet all applicable federal and state registration or certification standards. CenturyTel reserves the right to refuse attachments if CenturyTel determines that said attachments will degrade E911 ordered by \*\*CLEC, CenturyTel facilities, or otherwise affect its telephone operations.
- 9.7 **Neither Party** CenturyTel shall not be liable for any civil damages, whether in contract, tort, or otherwise, caused by an act or omission of CenturyTel **the other Party** in the good faith release of information not in the public record, including nonpublished or nonlisted subscriber information to emergency response agencies responding to calls placed to an E911 service using such information to provide an E911 Service.
- 9.8 CenturyTel shall have no liability whatsoever to any person arising from its provision of, or failure to provide, E911 to any subscriber to a nonregulated telephone service (e.g., shared tenant service). It is the obligation of \*\*CLEC to answer, **and transmit to the appropriate Selective Router** respond to, transfer, terminate, dispatch, or arrange to dispatch emergency services, or otherwise handle all E911 telephone calls that originate from telephones within \*\*CLEC's End User customers service area. Neither \*\*CLEC nor CenturyTel shall have any responsibility for E911 calls that carry foreign dial tone, whether they originate within or outside of \*\*CLEC's service area.
- 9.9 CenturyTel shall not be liable for any mistakes, omissions, interruptions, delays, errors or defects in transmission or service, to the extent caused or contributed to



by the negligence or willful act of any person other than CenturyTel, or arising from the use of \*\*CLEC provided facilities or equipment.

## **10.0 PRICING**

CenturyTel's provision of 911/E911 services to \*\*CLEC, as set forth in this Article, shall be subject to the rates and/or charges set forth in Article XI (Pricing).

## ARTICLE VIII: MAINTENANCE

### 1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyTel will provide maintenance and repair services for all resold services, Unbundled Network Elements and Interconnection Facilities and trunks provided under this Agreement. Such maintenance and repair services provided to \*\*CLEC shall be equal in quality to that which CenturyTel provides to itself, any subsidiary, Affiliate or third party. To the extent CenturyTel provides maintenance and/or repair services to \*\*CLEC's End User Customers, such services shall be equal in quality to that which CenturyTel provides to its own End User Customers. CenturyTel agrees to respond to \*\*CLEC trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail End User Customers or to any other similarly initiated Telecommunications Carrier. Notwithstanding anything else in this Agreement, CenturyTel shall be required to provide maintenance and/or repair to \*\*CLEC and/or \*\*CLEC's End User Customers only to the extent required by Applicable Law.

### 2.0 MAINTENANCE & REPAIR PROCEDURES

- 2.1 CenturyTel shall not respond to maintenance and/or repair calls directly from \*\*CLEC's End User Customers. \*\*CLEC shall initiate any and all maintenance and/or repair calls to CenturyTel on behalf of \*\*CLEC's End User Customers.
- 2.2 CenturyTel will provide a single point of contact (SPOC) for all of \*\*CLEC's maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall be set forth in the CenturyTel Service Guide.
- 2.3 On a reciprocal basis, \*\*CLEC will provide CenturyTel with an SPOC for all maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week.
- 2.4 \*\*CLEC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs as **as may be agreed to by the Parties** set forth in the CenturyTel Service Guide, or as otherwise agreed to by the Parties. Before contacting CenturyTel's Trouble Maintenance Center (CTMC), \*\*CLEC must first conduct trouble isolation to ensure that the trouble does not originate from \*\*CLEC's own equipment or network or the equipment of \*\*CLEC's customer.
- 2.5 If (a) \*\*CLEC reports to CenturyTel a customer trouble, (b) \*\*CLEC requests a dispatch, (c) CenturyTel dispatches a technician, and (d) such trouble was not caused by CenturyTel's facilities or equipment in whole or in part, then \*\*CLEC shall pay CenturyTel time and material and maintenance service charges set forth in Article XI (Pricing) for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by \*\*CLEC is not available at the appointed time. \*\*CLEC accepts responsibility for initial trouble

isolation and providing CenturyTel with appropriate dispatch information based on its test results. If, as the result of \*\*CLEC instructions, CenturyTel is erroneously requested to dispatch to a site on CenturyTel's company premises ("dispatch in"), a time and material and maintenance service charge set forth in Article XI (Pricing) will be assessed per occurrence to \*\*CLEC by CenturyTel. If as the result of \*\*CLEC's instructions, CenturyTel is erroneously requested to dispatch to a site outside of CenturyTel's company premises ("dispatch out"), a time and material and maintenance service charge set forth in Article XI (Pricing) will be assessed per occurrence to \*\*CLEC by CenturyTel.

- 2.6 For purposes of this Article, services, facilities and equipment provided to \*\*CLEC through resold service or as Unbundled Network Elements will be considered restored, or a trouble resolved, when the quality of the resold service or Unbundled Network Elements is equal to that provided before the outage or the trouble occurred.

### **3.0 ESCALATION PROCEDURES**

- 3.1 Each Party will provide the other Party with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion. The escalation procedures to be provided hereunder shall include names and telephone numbers of management personnel who are responsible for maintenance and/or repair issues.
- 3.2 On a reciprocal basis, \*\*CLEC will provide CenturyTel with contact and escalation information for coordination of all maintenance and repair issues.

### **4.0 EMERGENCY RESTORATION**

- 4.1 \*\*CLEC may contact CenturyTel in order to discuss activities involving the Central Office and inter-office network that may impact \*\*CLEC End User Customers.
  - 4.1.1 CenturyTel will establish an SPOC to provide \*\*CLEC with information relating to the status of restoration efforts and problem resolution during any restoration process.
  - 4.1.2 CenturyTel shall establish methods and procedures for reprovisioning of all resold services, Unbundled Network Elements and Interconnection Facilities and trunks after initial restoration. CenturyTel agrees that Telecommunications Service Priority ("TSP") services for \*\*CLEC carry equal priority with CenturyTel TSP services for restoration. CenturyTel will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

## **5.0 MISDIRECTED REPAIR CALLS**

- 5.1 For misdirected repair calls, the Parties will provide their respective repair bureau contact number(s) to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 5.2 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

## **6.0 PREMISES VISIT PROCEDURES**

- 6.1 CenturyTel maintenance of service charges, for premises visits requested by \*\*CLEC, when applicable, will be billed by CenturyTel to \*\*CLEC, and not to \*\*CLEC's End User Customers.
- 6.2 Dispatching of CenturyTel's technicians to \*\*CLEC's End User Customers' premises shall be accomplished by CenturyTel pursuant to a request received from \*\*CLEC.
- 6.3 Except as otherwise provided in this Agreement, in those instances in which CenturyTel personnel are required pursuant to this Agreement to interface directly with \*\*CLEC's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall inform the customer, if asked, that he or she is there acting on behalf of the customer's local service provider. In these situations, any written "leave behind" materials that CenturyTel technicians provide to \*\*CLEC's customer will be non-branded materials that does not identify the work being performed as being performed by CenturyTel. CenturyTel will not rebrand its vehicles and personnel.
- 6.4 If a trouble cannot be cleared without access to \*\*CLEC's local service customer's premises and the customer is not at home, the CenturyTel technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call \*\*CLEC for rescheduling of the repair.

## **7.0 TESTING**

- 7.1 All troubles affecting CenturyTel's Unbundled Network Elements leased by \*\*CLEC that are determined not to be End User Customer-related or in \*\*CLEC's provided network facilities will be reported by \*\*CLEC to CenturyTel. Upon receipt of a trouble report on such Network Elements, CenturyTel will test and sectionalize all elements purchased from (or provided by) CenturyTel. If CenturyTel determines that a trouble is isolated or sectionalized in network facilities provided by \*\*CLEC, then CenturyTel will refer the trouble ticket back to \*\*CLEC for handling.

## **8.0 PRICING**

- 8.1 Rates and charges for the relevant services provided under this Article are included in Article XI (Pricing), and such rates and charges shall apply.

## ARTICLE IX: ADDITIONAL SERVICES

### 1.0 NUMBER PORTABILITY

#### 1.1 Definitions.

For purposes of this Section 1.0 governing number portability, the following definitions shall apply:

- 1.1.1 “Coordinated Hot Cut (CHC)” – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order, where requested by the Recipient Party, or where required by technical limitations that preclude the use of a Ten-Digit Unconditional Trigger.
- 1.1.2 “Donor Party” – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 1.1.3 “Local Routing Number (LRN)”- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 1.1.4 “Permanent Number Portability” (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.1.5 “Recipient Party” – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 1.1.6 “Ten-Digit Unconditional Trigger Method (TDT)” – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

#### 1.2 Number Portability (NP).

- 1.2.1 Each Party will provide Number Portability (“NP”) in accordance with the Act, and applicable FCC rules, regulations and orders.
- 1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If \*\*CLEC requests that CenturyTel port a number, the Parties shall follow the “Local Number Portability Ordering Process” set forth in CenturyTel Service Guide, which will comply with applicable FCC rules, regulations and orders. **\*\*CLEC’s consent to follow the Local Number Portability Ordering Process in the CenturyTel Service Guide shall not be deemed as**

consent that the Service Guide is incorporated into, or otherwise made a part of, this Agreement. Further, \*\*CLEC's consent to follow the Local Number Portability Ordering Process in the CenturyTel Service Guide shall not establish any liability upon \*\*CLEC, nor shall CenturyTel assess any charges on \*\*CLEC for number porting, or service order charges associated with such requests.

1.2.2.1 The LSR will have a requested due date that is not less than the standard interval of four (4) Business Days **that is required by Applicable Law.**

1.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 24 hours from the time a LSR is received **the time frame required by Applicable Law.**

1.2.2.3 For purposes of this Article, the Donor Party may request to use a project management approach for the implementation of LSRs for large quantities of numbers ported from a single End User location. For purposes of this provision, "large quantities" shall mean fifty (50) one hundred (100) or more numbers. The Donor Party also may request to use a project management approach for the implementation of LSRs for complex ports, which shall be defined as those ports that include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop). Under such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: due dates, cutover intervals and times, coordination of technical resources, and completion notice.

1.2.3 The Party receiving the LSR will bill the service order charges set forth in the Pricing Article XI for each LSR received. The Party receiving the LSR will bill an Initial Service Order Charge for each initial LSR submitted. A Subsequent Service Order Charge applies to any modification to an existing LSR. **Notwithstanding any other provision of this Agreement, the Pricing Appendices, and any attachment or appendix incorporated herein, the Parties shall not assess charges on one another for porting telephone numbers, or for processing service orders associated with requests for number porting. Neither Party will bill the other Party any service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.**

1.2.4 [Intentionally omitted]

1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a \*\*CLEC in a LATA, CenturyTel will route traffic destined for \*\*CLEC's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.

1.2.6 When CenturyTel receives an unqueried call from \*\*CLEC to a telephone number that has been ported to another local services provider, the unqueried call routing rate set forth in Article XI (Pricing) at Section I(B), and NP dip charge, as set forth in Article XI (Pricing) at Section III(D), will apply.

1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyTel or \*\*CLEC.

1.2.8 When a ported telephone number becomes vacant, e.g. the number is no longer in service by the original End User Customer, the ported telephone number will snap-back to the LERG assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.

1.2.9 The Recipient Party will be responsible for the End User Customer's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End User's telephone number in its switch.

### 1.3 Cut-Over Process for Number Porting Orders

#### 1.3.1 TDT Cut-Overs.

1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyTel will update its CenturyTel Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.

1.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.

1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after



the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

1.3.2 Coordinated Hot Cuts (CHC).

1.3.2.1 Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyTel Service Guide.

1.3.2.2 Pricing for Coordinated Hot Cut.

1.3.2.2.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Section III(D) of Article XI (Pricing).

1.3.2.2.2 For calculating “time” and/or “additional time” labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

**2.0 ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY**

2.1 Via Tariff or Separate Agreement

To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. § 153(46), CenturyTel and \*\*CLEC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party’s Tariffs that contain rates, terms and conditions for access to poles, ducts, conduits and rights-of-way (ROW), and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyTel or \*\*CLEC desires access to the other Party’s poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

2.2 Pole Attachment & Conduit Occupancy Agreements

\*\*CLEC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyTel’s

facilities or uses CenturyTel's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

## ARTICLE X: ACCESS TO OPERATIONS SUPPORT SYSTEMS ("OSS")

### 1.0 INTENTION OF THE PARTIES

- 1.1 It is the Parties' intent that this Article shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyTel and \*\*CLEC with regard to access to, use of services provided by, or information obtained pursuant to the CenturyTel Operations Support Systems that are described within the various articles of the Interconnection Agreement and/or the CenturyTel Service Guide.
- 1.2 This Article sets forth terms and conditions for access to Operations Support Systems (OSS) functions to support the resale services, ancillary services, Interconnection and Unbundled Network Elements provided under this Agreement so that \*\*CLEC can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing information and services from CenturyTel.

### 2.0 DEFINITIONS

- 2.1 CenturyTel Operations Support Systems: CenturyTel systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 2.2 CenturyTel OSS Services: Access to CenturyTel Operations Support Systems functions. The term "CenturyTel OSS Services" includes, but is not limited to: (a) CenturyTel's provision of \*\*CLEC Usage Information to \*\*CLEC pursuant to Sections 2.8 and 9.0 below; (b) CenturyTel's provision of \*\*CLEC Billing Information to \*\*CLEC pursuant to Sections 2.9 and 10.0 below; and (c) "CenturyTel OSS Information," as defined in Section 2.4 below.
- 2.3 CenturyTel OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyTel to provide CenturyTel OSS Services or CenturyTel Pre-OSS Services to \*\*CLEC.
- 2.4 CenturyTel OSS Information: The term "CenturyTel OSS Information" includes, but is not limited to: (a) any Customer Information related to a \*\*CLEC customer accessed by, or disclosed or provided to, \*\*CLEC through or as a part of CenturyTel OSS Services or CenturyTel Pre-OSS Services; (b) any \*\*CLEC Usage Information (as defined in Section 2.8 below); and (c) any \*\*CLEC Billing Information (as defined in Section 2.9 below) accessed by, or disclosed or provided to, \*\*CLEC.
- 2.5 CenturyTel Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyTel OSS Service and that CenturyTel offers to provide to \*\*CLEC prior to, or in lieu of, CenturyTel's provision of the CenturyTel OSS Service to \*\*CLEC. The term "CenturyTel Pre-OSS Services" includes, but is not limited to, the activity of placing orders for CenturyTel Retail Telecommunications Services or Access Service Requests through a telephone facsimile, electronic mail, or Web graphical user interface ("Web GUI") communication.

- 2.6 CenturyTel Retail Telecommunications Service: Any Telecommunications Service that CenturyTel provides at retail to subscribers that are not Telecommunications Carriers. The term "CenturyTel Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyTel.
- 2.7 Customer Information: Customer Proprietary Network Information ("CPNI") of a customer as defined in Section 222 of the Act, 47 U.S.C. §222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.
- 2.8 \*\*CLEC Usage Information: The usage information for a CenturyTel Retail Telecommunications Service purchased by \*\*CLEC under this Agreement that CenturyTel would record if CenturyTel was furnishing such CenturyTel Retail Telecommunications Service to a CenturyTel retail End User Customer.
- 2.9 \*\*CLEC Billing Information: The billing information for a CenturyTel Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)), Unbundled Network Elements, Interconnection Facilities, and ancillary services purchased by \*\*CLEC under this Agreement (as well as Meet-Point Billing Data), purchased by \*\*CLEC under this Agreement that CenturyTel would provide if CenturyTel was furnishing such services or facilities to a CenturyTel customer.

### **3.0 SERVICE PARITY AND STANDARDS**

Notwithstanding anything in this Agreement to the contrary, CenturyTel shall meet any service standard imposed by the FCC or by the Commission for any local services, Unbundled Network Elements, ancillary functions, and Interconnection provided by CenturyTel to \*\*CLEC for resale or use in the provision of Telecommunications Services.

### **4.0 FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES**

If CenturyTel makes enhancements to the existing CenturyTel OSS Facilities or implements real-time automated electronic interfaces at some future date, the Parties agree that: (a) to the extent practicable, \*\*CLEC will use such interfaces to obtain CenturyTel OSS Services; and (b) CenturyTel may at its option discontinue any CenturyTel OSS Facilities that the enhanced facilities have been designed to replace.

### **5.0 NOTICES**

Unless otherwise specifically provided elsewhere in this Agreement, notices required under this Article shall be provided pursuant to Article III, Section 34.

### **6.0 CENTURYTEL OSS SERVICES**

- 6.1 Upon request by \*\*CLEC, CenturyTel shall provide to \*\*CLEC, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyTel Pre-OSS Services, or at CenturyTel's option, access to CenturyTel OSS Services.

CenturyTel shall not be required to provide \*\*CLEC access to CenturyTel OSS Services if such are not available and CenturyTel provides \*\*CLEC access to applicable CenturyTel Pre-OSS Services.

- 6.2 Subject to the requirements of Applicable Law, CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services that will be offered by CenturyTel, shall be as determined by CenturyTel. Subject to the requirements of Applicable Law, CenturyTel shall have the right to change CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services, from time-to-time, without the consent of \*\*CLEC.
- 6.3 Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyTel Service Guide. **Notwithstanding the foregoing, the CenturyTel Service Guide is to be used as a reference only, and is not a part of the Agreement, and is not contractually binding on CLEC.** The service order charges set forth pursuant to this Agreement, if any, shall apply to all orders placed via OSS or pre-OSS services, except as specifically provided otherwise in this Agreement.

## 7.0 ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES

- 7.1 CenturyTel OSS Facilities may be accessed and used by \*\*CLEC only for \*\*CLEC's access to and use of CenturyTel Pre-OSS Services or CenturyTel OSS Services pursuant to and in accordance with this Agreement.
- 7.2 CenturyTel OSS Facilities may be accessed and used by \*\*CLEC only to provide Telecommunications Services to \*\*CLEC End User Customers in the State.
- 7.3 \*\*CLEC shall restrict access to and use of CenturyTel OSS Facilities to \*\*CLEC. \*\*CLEC shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except \*\*CLEC's employees, agents, and contractors, in accordance with Section 7.7 below), to access or use CenturyTel OSS Facilities.
- 7.4 \*\*CLEC shall not (a) alter, modify or damage the CenturyTel OSS Facilities (including, but not limited to, CenturyTel software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyTel OSS Facilities; (c) use CenturyTel OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or third-party Intellectual Property rights; (d) allow any use of or access to CenturyTel OSS Facilities by any unauthorized person; or (e) obtain access through CenturyTel OSS Facilities to CenturyTel databases, facilities, equipment, software, or systems, which are not authorized for \*\*CLEC's use under this Section 7.0.
- 7.5 \*\*CLEC shall comply with all practices and procedures established by CenturyTel for access to and use of CenturyTel OSS Facilities (including, but not

limited to, CenturyTel practices and procedures with regard to security and use of access and user identification codes).

- 7.6 All practices and procedures for access to and use of CenturyTel OSS Facilities, and all access and user identification codes for CenturyTel OSS Facilities: (a) shall remain the property of CenturyTel; (b) shall be used by \*\*CLEC only in connection with \*\*CLEC's use of CenturyTel OSS Facilities permitted by this Section 7.0; (c) shall be treated by \*\*CLEC as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement; and, (d) shall be destroyed or returned by \*\*CLEC to CenturyTel upon the earlier of a request by CenturyTel or the expiration or termination of the Agreement.
- 7.7 \*\*CLEC's employees, agents and contractors may access and use CenturyTel OSS Facilities only to the extent necessary for \*\*CLEC's access to and use of the CenturyTel OSS Facilities permitted by this Agreement. Any access to or use of CenturyTel OSS Facilities by \*\*CLEC's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. \*\*CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Facilities.
- 7.8 CenturyTel will provide \*\*CLEC with access to the CenturyTel Pre-OSS Services and CenturyTel OSS Facilities during the same hours of operation that apply to CenturyTel's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyTel shall provide support during Retail Operations Hours sufficient to provide \*\*CLEC with service at the same level provided to CenturyTel's own retail operations.

## **8.0 CENTURYTEL OSS INFORMATION**

- 8.1 Subject to the provisions of this Agreement and Applicable Law, \*\*CLEC shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyTel OSS Information during the term of this Agreement, for \*\*CLEC's internal use for the provision of Telecommunications Services to \*\*CLEC End User Customers in the State.
- 8.2 All CenturyTel OSS Information shall at all times remain the property of CenturyTel. Except as expressly stated in this Article, \*\*CLEC shall acquire no rights in or to any CenturyTel OSS Information. CenturyTel reserves all rights not expressly granted herein.
  - 8.2.1 \*\*CLEC shall treat CenturyTel OSS Information as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement.
  - 8.2.2 \*\*CLEC shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except \*\*CLEC's employees, agents or contractors, in accordance with Section 8.2.3 below),

to access, use or disclose CenturyTel OSS Information, except as provided in Section 8.2.3 below.

- 8.2.3 \*\*CLEC's employees, agents and contractors may access, use and disclose CenturyTel OSS Information only to the extent necessary for \*\*CLEC's access to, and use and disclosure of, CenturyTel OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyTel OSS Information by \*\*CLEC's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Sections 8.2.1 and 8.2.2 above. \*\*CLEC shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Information.
- 8.2.4 \*\*CLEC's right to use CenturyTel OSS Information shall expire upon the earliest of: (a) termination of such right in accordance with this Article; or (b) expiration or termination of the Agreement.
- 8.2.5 All CenturyTel OSS Information received by \*\*CLEC shall be destroyed or returned by \*\*CLEC to CenturyTel, upon expiration, suspension or termination of the right to use such CenturyTel OSS Information.
- 8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to, Article III, Sections 2.0 and 9.0 of the Agreement and Section 11.1 below), \*\*CLEC's access to CenturyTel OSS Information through CenturyTel OSS Services shall terminate upon the expiration or termination of the Agreement.
  - 8.3.1 CenturyTel shall have the right (but not the obligation) to audit \*\*CLEC to ascertain whether \*\*CLEC is complying with the requirements of Applicable Law and this Agreement with regard to \*\*CLEC's access to, and use and disclosure of, CenturyTel OSS Information.
  - 8.3.2 Without in any way limiting any other rights CenturyTel may have under the Agreement or Applicable Law, CenturyTel shall have the right (but not the obligation) to may, upon CLEC's consent, monitor \*\*CLEC's access to and use of CenturyTel OSS Information which is made available by CenturyTel to \*\*CLEC pursuant to this Agreement, to ascertain whether \*\*CLEC is complying with the requirements of Applicable Law and this Agreement, with regard to \*\*CLEC's access to, and use and disclosure of, such CenturyTel OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor \*\*CLEC's access to and use of CenturyTel OSS Information which is made available by CenturyTel to \*\*CLEC through CenturyTel OSS Facilities.
  - 8.3.3 Information obtained by CenturyTel pursuant to this Section 8.0 shall be treated by CenturyTel as Confidential Information of \*\*CLEC pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyTel shall have the right (but not the obligation) to may, upon CLEC's consent, use

and disclose information obtained by CenturyTel pursuant to this Article to enforce CenturyTel's rights under the Agreement or Applicable Law.

8.4 Customer Proprietary Network Information (CPNI).

8.4.1 \*\*CLEC will not access CenturyTel's pre-order functions to view CPNI of another carrier's customer unless \*\*CLEC has obtained an authorization for release of CPNI from the customer. Consistent with Section 29 of Article III, \*\*CLEC will not be required to provide CenturyTel with individual written Letter(s) of Authorization prior to accessing CPNI information but will be required to provide and operate under a Blanket Letter of Authorization that includes appropriate certifications and restrictions as to the ability to access and use CPNI consistent with applicable law.

8.4.2 \*\*CLEC must maintain records of individual End User Customers' authorizations for change in local Telephone Exchange Service and/or release of CPNI, which adhere to all requirements of State and federal law.

8.4.3 \*\*CLEC is solely responsible for determining whether proper authorization has been obtained. To the extent required by Article III, Section 30, \*\*CLEC shall indemnify, defend, and hold CenturyTel and other applicable indemnified persons harmless from any Claim arising out of or relating to \*\*CLEC's failure to obtain proper CPNI consent from a customer.

8.4.4 [Intentionally omitted].

8.5 Data Validation Files.

8.5.1 Upon request, CenturyTel will provide \*\*CLEC with any of the following Data Validation Files via, at CenturyTel's option, CD-ROM, downloadable, email, or other electronic format:

8.5.1.1 SAG (Street Address Guide)

8.5.1.2 Feature/Service Availability by Switch

8.5.1.3 Directory Names

8.5.1.4 Class of Service Codes

8.5.1.5 Community Names

8.5.1.6 Yellow Page Headings

8.5.1.7 PIC/LPIC (InterLATA/IntraLATA)

8.5.2 \*\*CLEC may obtain a Data Validation File not more than once per quarter.

8.6 Subject to Article III, Section 27, CenturyTel will provide \*\*CLEC with online access to documentation and user manuals that set forth the methods and procedures \*\*CLEC must use in order to utilize the CenturyTel Pre-OSS Services



or CenturyTel OSS Facilities, including the existing CenturyTel Pre-OSS Systems, and all enhancements, improvements and changes implemented by CenturyTel. \*\*CLEC agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyTel Pre-OSS Services of CenturyTel OSS Facilities in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

## **9.0 \*\*CLEC USAGE INFORMATION**

- 9.1 \*\*CLEC Usage Information will be available to \*\*CLEC through the following:
  - 9.1.1 Daily Usage File through FTP or Connect:Direct.
  - 9.1.2 \*\*CLEC Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.
- 9.2 Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyTel.
- 9.3 Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, \*\*CLEC Usage Information will be provided to \*\*CLEC shall be determined by CenturyTel.

## **10.0 \*\*CLEC BILLING INFORMATION**

- 10.1 \*\*CLEC Billing Information will be available to \*\*CLEC through the following means:
  - 10.1.1 Monthly Web GUI Online through MyAccount;
  - 10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP; or
  - 10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.
- 10.2 To the extent that \*\*CLEC Billing Information is not available by one of the means set forth in Section 10.1, CenturyTel may provide it in paper or other format.

## **11.0 LIABILITIES AND REMEDIES**

- 11.1 If \*\*CLEC or an employee, agent or contractor of \*\*CLEC at any time breaches a provision of Sections 7.0 or 8.0 above and such breach continues after notice thereof from CenturyTel, then, except as otherwise required by Applicable Law, CenturyTel shall have the right, upon notice to \*\*CLEC, to suspend or terminate the right to use CenturyTel OSS Information granted by Section 8.1 above and/or the provision of CenturyTel OSS Services, in whole or in part.

- 11.2 \*\*CLEC agrees that CenturyTel would be irreparably injured by a breach of this Article by \*\*CLEC or the employees, agents or contractors of \*\*CLEC, and that CenturyTel shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 11.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.
- 11.3 Any breach of any provision of this Article by any employee, agent, or contractor of \*\*CLEC shall be deemed a breach by \*\*CLEC.

## **12.0 RELATION TO APPLICABLE LAW**

The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by CenturyTel of any right with regard to protection of the confidentiality of the information of CenturyTel or CenturyTel customers provided by Applicable Law.

## **13.0 COOPERATION**

\*\*CLEC, at \*\*CLEC's expense, shall reasonably cooperate with CenturyTel in using CenturyTel OSS Services or CenturyTel Pre-OSS Services. Such cooperation shall include, but not be limited to, the following:

- 13.1 \*\*CLEC shall provide Capacity Planning and Forecasts in accordance with Article III, Section 11.0.
- 13.2 \*\*CLEC shall reasonably cooperate with CenturyTel in submitting orders for CenturyTel Telecommunications Services and otherwise using the CenturyTel OSS Services or CenturyTel Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyTel OSS Services or CenturyTel Pre-OSS Services.
- 13.3 Upon CenturyTel's request, \*\*CLEC shall participate in reasonable cooperative testing of CenturyTel OSS Services or CenturyTel Pre-OSS Services and shall provide reasonable assistance to CenturyTel in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyTel OSS Services or CenturyTel Pre-OSS Services.

## **14.0 CENTURYTEL ACCESS TO INFORMATION RELATED TO \*\*CLEC CUSTOMERS**

- 14.1 CenturyTel shall have the right to access, use and disclose information related to \*\*CLEC End User Customers that is in CenturyTel's possession (including, but not limited to, in CenturyTel OSS Facilities) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyTel's rights, or is authorized by the \*\*CLEC customer in the manner required by Applicable Law.

- 14.2 Upon request by CenturyTel, \*\*CLEC shall negotiate in good faith and enter into a contract with CenturyTel, pursuant to which CenturyTel may obtain access to \*\*CLEC's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit CenturyTel to obtain information related to \*\*CLEC End User Customers (as authorized by the applicable \*\*CLEC customer), to permit End User Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

## 15.0 CENTURYTEL PRE-OSS SERVICES

- 15.1 Subject to the requirements of Applicable Law, the CenturyTel Pre-OSS Services that will be offered by CenturyTel shall be as determined by CenturyTel, and CenturyTel shall have the right to change CenturyTel Pre-OSS Services, from time-to-time, without the consent of \*\*CLEC.
- 15.1.1 \*\*CLEC shall use the CenturyTel Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders. If the Web GUI is not functioning at the time \*\*CLEC desires to place a request for a CSR or an LSR, \*\*CLEC may submit its request or order by means of electronic mail or facsimile.
- 15.1.2 \*\*CLEC shall place Access Service Requests ("ASRs") at its option by means of facsimile, email, or other electronic means CenturyTel may provide such as its web-based ASR ordering system.
- 15.1.3 \*\*CLEC shall use a CenturyTel-provided 1-800 number for all trouble ticket and maintenance issues.
- 15.2 CenturyTel is entitled to recover its unrecovered costs of providing access to new, upgraded or enhanced CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, or CenturyTel OSS Facilities, or other means pursuant to rates or other charges ("OSS charges") determined by or otherwise approved by the Commission upon CenturyTel's submission in accordance with Applicable Law. Should CenturyTel incur the costs of providing access to new, upgraded or enhanced CenturyTel Operations Support Systems during the Term of this Agreement, \*\*CLEC will be responsible for paying such OSS charges under this Agreement only if and to the extent determined by the Commission.
- 15.3 Any obligation imposed on \*\*CLEC hereunder with respect to CenturyTel OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyTel Pre-OSS Services.
- 15.4 \*\*CLEC acknowledges that the CenturyTel OSS Information is subject to change from time to time.

## 16.0 CANCELLATIONS

CenturyTel may cancel orders for service that have had no activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision.)

## ARTICLE XI: PRICING

### I. RESALE PRICING

N/A

### II. UNE PRICING

Network Interface Device (stand alone)	<u>MRC</u>
Basic NID	\$1.91
Complex (12 x) NID	\$1.91

Network Interface Device (stand alone)	<u>NRC</u>
Initial Service Order (ISO)	\$33.38
Outside Facility Connection	\$43.69

#### Application of UNE Pricing

“Initial Service Order” (ISO) applies to every Local Service Request (LSR) for NIDs.

“Outside Facility Connection” applies in addition to the ISO charge when incremental fieldwork is required **and where \*\*CLEC specifically requests that CenturyTel perform such incremental fieldwork.**

### III. INTERCONNECTION PRICING

#### A. Reciprocal Compensation

Local Traffic excluding Local Traffic that is also Information Access / ISP-Bound Traffic (If invoked pursuant to Article V, Section 4.4.2)	<u>\$TBD</u>
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Local Traffic that is also Information Access / ISP- Bound Traffic (pursuant to Article IV, Section 4.2.3)	Bill and Keep
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#### B. Transiting Charges:

Tandem Switching per MOU:	\$0.0016835
Tandem Transport Termination per MOU	\$0.0000663
Tandem Transport Facility Mileage per MOU per Mile	\$0.0000017

C. Entrance Facilities / Leased Facility Interconnection	<u>PSC Mo. No. 2 Facilities for Intrastate Access</u> <b>Cost Based Rates</b>
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D. Initial Factors:

Initial Originated Local Traffic Factor                      50%

E. Stranded Interconnection plant/facility per Article III, section 11.6      TBD

IV. 911

- A. **Intentionally Left Blank.** The following trunk charges will be paid to CenturyTel for each E911 PSAP to which the Provider connects.

<u>911 Trunk Charge</u>	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
<u>Channel (Each)</u>	<u>\$85.00 per trunk</u>	<u>\$170.00 per trunk</u>

- B. 911 Facilities from the Provider's owned or leased network to CenturyTel's Selective Router (if provided by CenturyTel)

<u>911 Facilities from Provider network to CenturyTel Selective Router</u>	<u>Monthly Recurring</u>	<u>Nonrecurring</u>
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<u>Special Access Circuits</u>	<u>Cost based rates</u>	<u>Cost based rates</u>
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<u>Per State Access</u>	<u>Per State Access Tariff</u>
<u>Tariff PSC Mo. No. 2</u>	<u>PSC Mo. No. 2</u>
<u>Section(s) [insert]</u>	<u>Section(s) [insert]</u>

- C. **Intentionally Left Blank.** Automatic Location Identification                      Monthly  
Nonrecurring

(ALI) Database                      Recurring

- i. Per Article VII 3.4.5 – If \*\*CLEC uses

<u>CenturyTel's E911 gateway</u>	<u>No Charge</u>	<u>\$ 380.00<sup>1</sup></u>
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- ii. If \*\*CLEC does not utilize CenturyTel's E911 Gateway

<u>a. Database Administration, per database</u>	<u>\$ 380.00</u>	<u>\$--</u>
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<sup>1</sup> A one-time charge that applies to new CLECs when establishing gateway connection.

<u>b. Database</u>		<u>Monthly</u>	<u>Nonrecurring</u>
		<u>Recurring</u>	
<u>1) each non-CENTURYTEL subscriber record for which CENTURYTEL will verify via the MSAG</u>		<u>.04</u>	<u>.35</u>
<u>iii. Third Party FRAD Connectivity</u>			
<u>Third Party Frame Relay Access Device (FRAD) Connectivity provides for retrieval of ALI Database Information for wireless and competitive Local Providers using a non-CenturyTel Third Party Database Provider over a Non-Call Associated Signaling (NCAS) solution.</u>			
<u>1) FRAD Access</u>		<u>63.44</u>	<u>--</u>
<u>2) Steerable ALI Software</u>		<u>71.42</u>	<u>1000.00</u>
<u>iv. Selective Routing Port Charges for Connecting Companies</u>			
<u>1) Selective Router Port Connection, per trunk</u>		<u>47.19</u>	<u>150.00</u>
<u>2) CMRS/VOIP Additive, per wireless or nomadic VOIP service trunk</u>		<u>82.54</u>	<u>--</u>
<u>D. Additional file copy of the MSAG</u>		<u>--</u>	<u>\$250.00</u>

## **V. DIRECTORY SERVICES RATES AND CHARGES**

Preliminary Pages	No Charge
Directory Listings	
Primary Listings as Specified in _____	No Charge
Tariff Items (e.g., additional listings, foreign listings, enhanced listings)	<u>Pursuant to Rates set forth in CenturyTel of MO PSC No. 1 General and Local Exchange Tariff, Section(s) [insert]</u>
Order Fulfillment	No Charge

White Pages Galleys/Page Proofs/Corrections to Listings

Cost determined by Publisher upon Request by Charter

Copies of Directories

No Charge to Local End Users

## VI. OTHER PRICING

### A. Pre-ordering

CLEC Account Establishment	\$252.52 <sup>2</sup>
Customer Record Search Per Account	\$ 7.47

### B. Ordering

**Intentionally left blank.**

#### Initial Service Order

<u>Simple</u>	<u>\$ 13.71</u>
<u>Complex</u>	<u>\$ 78.48</u>

Subsequent Service Order \$ 7.39

Manual Ordering Charge \$ 12.17

### C. Custom Handling

Service Order Expedite	\$ 12.59
Coordinated Conversion	\$ 17.76
Hot Coordinated Conversion (1 <sup>st</sup> Hour)	\$ 42.84
Hot Coordinated Conversion (per add'l ¼ Hour)	\$ 10.71

### D. Additional Services

<sup>2</sup> Applies only to new CLECs when implementing initial account.



NP Query Charge

Rates set forth in appropriate CTOC FCC #2  
or #3 Interstate Access Tariff, **Section(s)**  
**[insert]**

Category 11 Mechanized Record Charge                      \$ .05 per message

Time and Material and Maintenance Service Charges

Basic Time – per half hour	\$30.93
Overtime and Premium Time – per half hour	\$41.77
Materials	\$TBD

Collocation

PSC Mo. No. 8  
Local Network Access Services

Application of Other Pricing

Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that Charter orders any service.

“Customer Record Search” applies when Charter requests a summary of the services currently subscribed to by the End User Customer.

Ordering:

“Initial Service Order” (ISO) applies to every Local Service Request (LSR).  
A “Simple” ISO charge applies to every LSR submitted that contains  
1 – 9 numbers.

A “Complex” ISO charge applies to every LSR submitted that  
contains in excess of 10 or more numbers.

“Subsequent Service Order” applies to any modification to an existing LSR.

“Manual Ordering Charge” applies in addition to the ISO charge for every  
LSR that is submitted manually where an electronic interface for such LSR  
is available.

Custom Handling (These NRCs are in addition to any Pre-ordering or Ordering and Provisioning NRCs):

“Service Order Expedite” applies if Charter requests service prior to the standard due date intervals. Additional time and material charges may also apply if expedite is accepted.

“Coordinated Conversion” applies if Charter requests notification and coordination of service cut-over prior to the service becoming effective.

“Hot Coordinated Conversion (1<sup>st</sup> Hour)” applies if Charter requests real-time coordination of a service cut-over that takes one hour or less.

“Hot Coordinated Conversion (per add'l ¼ Hour)” applies, in addition to the Hot Coordinated Conversion (1<sup>st</sup> Hour), for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

## ARTICLE XII: DIRECTORY SERVICES

### 1.0. SCOPE

This Article sets forth the terms pursuant to which CenturyTel agrees to provide to \*\*CLEC basic services associated with the Directories such as publication of listings and distribution. CenturyTel does not own a directory publishing affiliate. The terms of this Article are reflective of the terms provided to CenturyTel by its contracted external directory publishing source. The terms and conditions of this Article shall be applicable to all Directories published during the Term of the Agreement.

### 2.0 DIRECTORY SERVICES PROVIDED

2.1 The following terms set forth the services provided by CenturyTel to \*\*CLEC with respect to the printing and distribution of CenturyTel Directories. This Section also sets forth the obligations of the Parties with respect to directory listings, including the obligations of \*\*CLEC, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth herein.

2.1.1 Notice of \*\*CLEC Service In New Exchange Areas. \*\*CLEC shall notify CenturyTel ten (10) days prior to the start of commencing service in any new CenturyTel local exchange area in which Charter is not offering service as of the Effective Date of this Agreement, and in which CenturyTel provides and distributes Directories. Notification shall be sent to:

CenturyTel  
Directory Services  
100 CenturyTel Drive  
Monroe, LA 71203  
(318-388-9000)

2.1.2 Primary Listings. \*\*CLEC shall transmit to CenturyTel, or such third party publisher as CenturyTel may designate from time to time ("Publisher"), all Primary Listing Information (as hereinafter defined) relating to its End User Customers who desire published listings within a CenturyTel Directory. For purposes of this Article, "Primary Listing Information" or "Primary Listing" shall consist of the End User Customer's name, address, telephone number, desired yellow pages classified heading for a business customer (if any), and all other information reasonably requested by CenturyTel. At no charge to \*\*CLEC or \*\*CLEC's End User

Customer, each \*\*CLEC End User Customer shall be provided a White Pages Primary Listing and, if a business customer, a standard Primary Listing in the classified section of the classified Directory. Such business classified listings shall be located under the appropriate heading in CenturyTel's applicable classified Directories, and such headings and Directories are to be determined at CenturyTel's discretion. Under no circumstances shall \*\*CLEC provide End User Customer data as a part of Primary Listing Information for those End User Customers who do not desire published listings.

2.1.2.1 \*\*CLEC's Annual Submission of Directory Listings.

\*\*CLEC shall use the one-time, annual load process for the submission of Primary Listing Information. Accordingly, the Parties agree that Primary Listing Information shall be supplied without charge by \*\*CLEC in consideration of the mutually provided services described in this Article. There will be no charge to \*\*CLEC for the submission of such Primary Listing Information, or the inclusion of \*\*CLEC End User Customer's Primary Listing Information in the CenturyTel Directory. Notwithstanding the foregoing, to the extent \*\*CLEC desires Galleys Proofs or Page Proofs, such proofs may be subject to additional charges as determined by the Publisher. Such information shall be transmitted in a format and within the time frames as reasonably directed by CenturyTel and in accordance with CenturyTel's established standards and guidelines as may be communicated to \*\*CLEC from time to time, and may be used by CenturyTel in providing Directories in any format and for related purposes. Since Directory Service Requests ("DSRs") will not be submitted during the annual load process, CenturyTel will not bill, and Charter will not pay, any service order charges associated with the submission of DSRs.

2.1.2.2 Non-Primary or Additional Listings. Where a \*\*CLEC retail End User Customer requires enhanced, foreign or other listings in addition to the Primary Listings to appear in the CenturyTel Directories, CenturyTel will provide such listings pursuant to CenturyTel's tariffed rates and terms found in **Section of [insert applicable tariff]** on file with the Public Service Commission of Missouri.

2.1.2.3 Directory Close Date. **\*\*CLEC must submit all listing information intended for publication by the applicable Directory close date. CenturyTel shall provide \*\*CLEC with publication schedules, including Directory close dates for the Directories associated with the areas where Charter is providing local service.**

**CenturyTel shall provide \*\*CLEC with publication schedules, including Directory close dates (and changes to those dates) for the Directories associated with the areas where Charter is providing local service. This publication information shall include the name of the directory, the close date, and, where the close date has changed, both the original close date and the new close date. Century Tel shall provide notification of changes in close dates in a format that specifically identifies the notification as relating to Directory publication. Where Charter has not forwarded its flat file of listing information for a Directory to Century Tel two weeks prior to the date that the listing information is due to the publisher, Century Tel will notify Charter.**

2.1.2.4 Interfiled Directory Listings. **\*\*CLEC's Primary Listings shall be interfiled with listings of other local exchange telephone company End User Customers and treated in the same manner as other listings, according to CenturyTel's regular procedures.**

2.1.3 Directory Delivery. **\*\*CLEC shall separately provide CenturyTel or Publisher with Directory delivery address data for End User Customers, if different from the Primary Listing Information, and for those End User Customers who do not desire published listings.**

2.1.3.1 **Each \*\*CLEC residential End User Customer will receive one copy per End User Primary Listing of CenturyTel's White Pages Directory. Each \*\*CLEC business End User Customer will receive two (2) copies per Primary Listing in CenturyTel's classified Directory. All such Directories shall be delivered in the same manner and at the same time that they are delivered to CenturyTel End User Customers during the annual delivery of newly published Directories. CenturyTel will deliver such Directories at no charge.**

2.1.3.2 CenturyTel has no obligation to warehouse Directories for \*\*CLEC. However, after the annual delivery of Directories referred to in Section 2.1.3.1 above, and for the life of such Directories, CenturyTel shall undertake distribution of Directories to all new local \*\*CLEC End User Customers and those existing local End User Customers that need replacement or additional copies (“Secondary Distribution”). Secondary Distribution will be in accordance with CenturyTel’s standard procedures, which will be provided to Charter upon request. Upon \*\*CLEC, or \*\*CLEC End User Customer’s request, a Directory will be mailed directly to the End User Customer at no charge to such End User Customer or the \*\*CLEC.

2.1.4 End User Customer Complaints. \*\*CLEC shall promptly, but in any event within thirty (30) days, notify CenturyTel or Publisher of any Directory related inquiries, requests, or complaints that \*\*CLEC receives from End User Customers, and shall reasonably cooperate with CenturyTel and/or Publisher to resolve such matters in a timely and expeditious manner.

2.1.5 Directory Listing Change Requests. \*\*CLEC acknowledges and agrees that, consistent with the one-time, annual load process referenced in Section 2.1.2.1 above, \*\*CLEC will not be able to submit change requests or updates pertaining to its End User Customers’ Primary Listings, or establish any stand-alone Primary Listings for any End User Customer(s) in the time periods in between its one-time, annual loads.

2.1.6 [Intentionally omitted]

2.1.7 Applicable Charges. \*\*CLEC will pay the rates and/or charges set forth in Article XI (Pricing) pertaining to Directory Services.

Galley Proofs. To the extent \*\*CLEC desires Galleys Proofs or Page Proofs, the availability and costs of such proofs, if any, to \*\*CLEC shall be determined by Publisher. \*\*CLEC may inquire of Publisher about such proofs through CenturyTel.

2.1.9 [Intentionally omitted]

2.1.10 Preliminary Pages. CenturyTel will include, at no charge, \*\*CLEC’s critical contact information alphabetically (by local exchange carrier on page entitled “Other Telephone Service Providers”) in the information pages of its White Pages Directory

(if information pages are available in a given directory) for communities where \*\*CLEC furnishes local service, in accordance with relevant standards for inclusion in a given Directory. For this purpose, \*\*CLEC must (1) supply, prior to the directory close date, critical contact information needed by CenturyTel to produce information pages, and (2) ensure that critical contact information telephone numbers are working numbers. Critical contact information includes \*\*CLEC's name and logo, telephone numbers for telephone services, billing, and repair services.

2.1.11 CenturyTel may supply to third parties any information obtained from \*\*CLEC regarding its End User Customers consistent with Applicable Law, including but not limited to 47 U.S.C. § 222(e).

### **3.0 [Intentionally Omitted]**

## **4.0 DIRECTORY ADVERTISING**

This Article does not cover the provision of Directory advertising. Any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyTel's standard Contract for Directory Advertising Services, and at the prices which CenturyTel may have in effect from time to time.

## **5.0 COOPERATION**

CenturyTel and the \*\*CLEC agree that cooperation between them will be required to serve the needs of each Party's End User Customers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such End User Customers.

## **6.0 SALES AND PUBLISHING PROCEDURES**

CenturyTel shall maintain full authority over its Directory publishing schedules, procedures, standards and practices, and over the scope and schedules of its Directories. All \*\*CLEC listings shall be subject to such publishing schedules, procedures, standards and practices, and scope and schedules of CenturyTel's Directories. CenturyTel shall periodically supply \*\*CLEC with updates concerning publishing schedules and related matters. Nothing in this Article shall be construed as limiting CenturyTel from entering into an agreement with a third party, in its sole discretion, to act as Publisher.

## **7.0 LIMITATION OF LIABILITY; INDEMNITY**

The following provision shall apply in addition to the Liability and Indemnity provisions set forth in Article III, Section 30.

- 7.1 CenturyTel's liability to \*\*CLEC or any \*\*CLEC End User Customer for any errors or omissions in Directories published by CenturyTel and/or Publisher (including, but not limited to, any error in any End User Customer or \*\*CLEC listing), or for any default or breach of this Article, or for any other claim otherwise arising hereunder, shall be limited to amounts paid by \*\*CLEC to CenturyTel under this Article. CenturyTel shall have no liability to \*\*CLEC's or it's End User Customers for any errors or omissions in any End User Customer or \*\*CLEC listing published by CenturyTel, or for the publication of any End User Customer data where such End User Customer does not desire a published listing. \*\*CLEC shall fully indemnify CenturyTel in accordance with the provisions of Section 7.2 below as to any errors or omissions in a \*\*CLEC End User Customer listing. \*\*CLEC expressly represents that it is authorized to enter into this provision on behalf of itself and its End User Customers.

**CenturyTel's liability to \*\*CLEC or any \*\*CLEC End User Customer for any errors or omissions in Directories published by CenturyTel and/or Publisher (including, but not limited to, any error in any End User Customer or \*\*CLEC listing), or for any default or breach of this Article, or for any other claim otherwise arising hereunder, shall be limited to actual damages , except to the extent that such errors or omissions, default, breach, or Claims arise from the CenturyTel's, or its Publisher's negligence, gross negligence, or intentional or willful misconduct. However, notwithstanding any other provision of this Agreement, CenturyTel's liability shall not be limited in any instance in which \*\*CLEC accurately and timely conveys to CenturyTel or its Publisher that its End User Customers desire not to be published in a directory and CenturyTel, or its Publisher, causes the publication of such End User Customer data or listings. \*\*CLEC shall fully indemnify CenturyTel in accordance with the provisions of Section 7.2 below as to any errors or omissions in a \*\*CLEC End User Customer listing for which CenturyTel is not liable under this Section. CenturyTel shall fully indemnify \*\*CLEC in accordance with the provisions of Section 7.2 below as to any errors or omissions in a \*\*CLEC End User Customer listing for which CenturyTel is liable under this Section..**

- 7.2 \*\*CLEC agrees to indemnify, defend, and hold harmless CenturyTel, its directors, officers, employees, agents and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to,



damages, liabilities, costs and attorneys' fees, made or asserted by any third party (including, but not limited to End User Customers) against the Indemnified Parties and arising out of CenturyTel's performance under the terms of this Article, from \*\*CLEC's or any third party's use of the information provided, or from \*\*CLEC's performance.

**\*\*CLEC agrees to indemnify, defend, and hold harmless CenturyTel, its directors, officers, employees, agents and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys' fees, made or asserted by any third party (including, but not limited to End User Customers) against the Indemnified Parties and arising out of any error or omission for which CenturyTel is not liable pursuant to Section 7.1 above. CenturyTel agrees to indemnify, defend, and hold harmless \*\*CLEC, its directors, officers, employees, agents and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys' fees, made or asserted by any third party (including, but not limited to End User Customers) against the Indemnified Parties and arising out of any error or omission for which CenturyTel is liable pursuant to Section 7.1 above.**

- 7.3 To the maximum extent permitted by the applicable law, in no event shall CenturyTel or \*\*CLEC be liable for any special, incidental, indirect, or consequential damages whatsoever including, without limitation, damages for loss of profits or any other pecuniary loss arising out of or in connection with this Article, even if such Party has been advised of the possibility of such damages, except where such damages occur as the result of a breach of confidentiality, or relate to a CenturyTel an indemnity claim made against either Party that is covered by Section 7.2 above. Notwithstanding the foregoing, or any other provision of this Agreement, neither Party's liability shall be limited in any instance in which such Party, or its Publisher, causes the publication of End User Customer data or listings, where such End User Customer requests that such data or listings not be published in a directory.

## **8.0 DIRECTORY ASSISTANCE OBLIGATIONS**

Neither Party is a Directory Assistance (DA)-provider, but rather obtains DA services from a third-party vendor(s) that uses or maintains a national DA

database(s) (“national database”). Nevertheless, as each Party has the obligation to ensure that its End User Customers’ DA listings are made available to the other Party’s End User Customers, the Parties agree as follows:

- 8.1 Each Party will promptly, upon request by the other Party, provide the requesting Party with the name of its third-party DA-provider;
- 8.2 Each Party will be responsible for contracting with or otherwise making its own arrangements for services with any such third-party DA-provider, including but not limited to arrangements to provide its own End User Customers’ DA listings to such third-party DA-provider for inclusion in a national database accessible to the other Party.
- 8.3 Neither Party shall be required to directly provide its End User Customers’ DA listings to the other Party, nor shall either Party be required to accept directly from the other Party such other Party’s End User Customers’ DA listings, for the purpose of submitting the Parties’ commingled, End User Customers’ DA listings to any third-party DA-provider that maintains and/or uses a national database accessible to the other Party.

**To ensure that each Party’s subscribers have non-discriminatory access to directory assistance listings of the other Party’s subscribers, the Parties’ agree to provide each other all necessary End User subscriber listing information for inclusion in each Party’s relevant directory assistance listing databases, as required by Section 251(b)(3) of the Act.**

**CenturyTel Obligations.**

**CenturyTel will accept, include, and maintain, in the same manner that Century Tel treats listings of its own End Users, CLEC subscriber listings in the directory assistance databases maintained by CenturyTel or its third-party vendors. To the extent that CenturyTel’s directory assistance listings are maintained in a database administered by a third party vendor, CLEC shall cooperate with CenturyTel as needed to ensure that CLEC listings are promptly loaded into such database and accessible to CenturyTel’s End Users, upon request. CenturyTel will not charge CLEC for including and maintaining CLEC subscriber listings in the directory assistance databases maintained by CenturyTel, or its vendors.**

**CLEC Obligations.**

**CLEC authorizes CenturyTel, and its third party vendors, to include and use CLEC’s directory assistance listing information in accordance with Applicable Law, and shall provide such information**

**to CenturyTel, or its third-party vendors, at no charge. CLEC shall provide to CenturyTel the names, addresses and telephone numbers of all End Users who wish to be listed in the directory assistance database but omitted from publication in white pages directories (i.e. non-published listings).**

Attachment 1  
to Charter-CenturyTel MO DRAFT ICA

Bill Dispute Procedures<sup>1</sup>

1. The dispute must be *in writing* on a **Billing Dispute Form**, and submitted to CenturyTel via the Website, <https://centurytelorderprocessing.centurytel.net/index.cfm>

The dispute must list a specific dollar amount(s) and must list specific reasons for the dispute(s). Such disputes must be in sufficient detail for CenturyTel to identify the charge being disputed and the basis for the dispute.

## **2 Disputes on Feature Errors**

CenturyTel will need to review each order to confirm what was ordered. Carriers must provide a copy of the ordering LSR proving that the features were not requested. Failure to provide copies of LSRs to support your claim will invalidate your dispute and require payment of amounts immediately.

## **3 Disputing an entire bill is not considered a valid dispute by CenturyTel.**

A dispute of "NOT MY CUSTOMER" is also not a valid dispute. Provide additional information such as whether or not the customer was ever a customer of yours or the dates in which the customer was yours (i.e., between the dates of mm\dd\yy and mm\dd\yy). Provide the install date and disconnect date as well as the PON# for the disconnect.

## **4 Timely Submission of Claims**

Dispute Claims must be filed **timely** for consideration. CenturyTel will only address dispute claims that are filed within **90 calendar days** of the date of the Carrier bill unless otherwise provided for in the Carrier agreement.

4a Carriers are required to make **timely payment of undisputed** billed amounts. Thus, if a Carrier customer identifies a billing dispute and plans to withhold payment of the disputed amount, the dispute must be filed either before payment is rendered or at the same time payment is submitted. Otherwise, CenturyTel will consider any unpaid charges a **default of payment**.

4b If a Carrier customer identifies a possible billing error after submitting payment of a bill, the Carrier customer should file a dispute claim with CenturyTel within the time allowance for filing dispute claims. Dispute claims that

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<sup>1</sup> All references to web addresses are to those web addresses as comprised as of the effective date of this Agreement.

are subsequently deemed valid will be credited back to the Carrier's account once the review of the claim has been finalized.

4c Billing dispute claims **not** filed within the time allowance described in this Section **will be rejected**.

**5 Carrier dispute claims must be filed in accordance with these procedures to be considered. Claims not filed in accordance with these procedures will be rejected without consideration.**

6 The Carrier Relations (CR) Collections department will notify the call center when future Carrier orders should be refused due to account not paid or deposit not paid. The CR Collections department will also notify the call center when a Carrier has restored their payment history and new orders can again be accepted.

7 Dispute claims are submitted via the Website, <https://centurytelorderprocessing.centurytel.net/index.cfm>

8 Process for filing dispute claims:

*[http://business.centurytel.com/business/Wholesale/Files/QuickLinks/FilingDisputeClaims/Billing\\_Disputes\\_Process.pdf](http://business.centurytel.com/business/Wholesale/Files/QuickLinks/FilingDisputeClaims/Billing_Disputes_Process.pdf)*

9 CenturyTel will provide Carrier with responses to each dispute claim via the Website,

*<https://centurytelorderprocessing.centurytel.net/index.cfm>*

- Any initially invalid dispute amounts not paid within 10 business days may be considered past due and eligible for the application of late payment charges or other applicable treatment remedies.
- The Carrier will have 10 business days from the receipt of CenturyTel's dispute response letter to submit a Billing Re-Dispute Form for any item that the Carrier would like to appeal.