

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

**CENTURYTEL OF MISSOURI LLC
SPECTRA COMMUNICATIONS LLC**

AND

CLEC FULL NAME

**FOR THE STATE OF
MISSOURI**

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AGREEMENT

This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is by and between CenturyTel of Missouri LLC/Spectra Communications LLC, with its address for purposes of this Agreement at 100 Century Park Drive, Monroe, Louisiana 71203 ("CenturyTel"), and CLEC FULL NAME ("**CLEC"), in its capacity as a certified Competitive Local Exchange Carrier and alternative telecommunications utility with its address for this Agreement at _____ (CenturyTel and **CLEC being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Missouri only (the "State").

WHEREAS, interconnection between competing Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

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

WHEREAS, the Parties wish to enter into an agreement to interconnection their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of Communications Act of 1934, as amended by the Telecommunications Act of 1996 (collectively, the "Act"), imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain Unbundled Network Elements (UNEs) and physical collocation of equipment in LEC premises;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CenturyTel and **CLEC hereby covenant and agree as follows:

ARTICLE I

SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, and to the extent required by the Act and other applicable provisions of federal and state law, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs, as allowed under the Act, the purchase by **CLEC of certain telecommunications services provided by CenturyTel in its franchise areas for resale by **CLEC, the purchase by **CLEC of certain Unbundled Network Elements from CenturyTel, and the terms and conditions of the collocation of certain equipment of **CLEC in the premises of CenturyTel. This Agreement will be submitted to the Public Service Commission of Missouri (the "Commission") for approval pursuant to the Act and Applicable Law.

Some services and facilities to be provided to **CLEC by CenturyTel in connection with this Agreement may, where specifically stated, be provided pursuant to CenturyTel tariffs and then current practices. Should such services and facilities be modified by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, either Party may, upon thirty (30) days written notice, request an amendment to reflect such modification. The modification will be deemed effective as of the effective date of the related amendment. This provision is provided solely for purposes of clarification, and will have no effect on ** CLEC's right or ability to purchase services and facilities from any CenturyTel tariff.

If a service and rate are specifically set forth in the terms of this Agreement, and there exists a conflict between that service and rate set forth in this Agreement, and a service and rate set forth in a CenturyTel tariff, the terms of this Agreement shall prevail unless ** CLEC elects to purchase such service or facility from the CenturyTel tariff.

ARTICLE II

DEFINITIONS

1. General Definitions.

Except as otherwise specifically stated in this Agreement, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

1.1. Access Service Request (ASR)

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Interconnection.

1.2. Act

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, and codified at 47 U.S.C. § 151, *et seq.*

1.3. Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.4. Answer Supervision

An off-hook supervisory signal.

1.5. Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, including, without limitation, the Missouri Public Service Commission and FCC, that apply or relate to the subject matter of this Agreement.

1.6. As-Is Transfer (AIT)

The transfer of all telecommunications services and features available for resale, that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR).

1.7. Automatic Location Identification/Data Management System (ALI/DMS)

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records.

1.8. Automated Message Accounting (AMA)

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE which defines the industry standard for message recording.

1.9. Automatic Number Identification (ANI)

The number transmitted through the network identifying the calling party.

1.10. Basic Local Exchange Service

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

1.11. Bill-and-Keep Arrangement

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Traffic specified in this Agreement and whereby the Parties terminate exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange. Neither of the Parties charges the other for terminating traffic that originates on the other network. Instead, each Party recovers from its own end users the cost of both the originating traffic that it delivers to the other Party and terminating traffic that it receives from the other Party.

1.12. Bona Fide Request (BFR)

Process intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

1.13. Business Day

Monday through Friday, except for holidays observed by the federal government.

1.14. CenturyTel Guide

The CenturyTel Guide, which contains CenturyTel's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Guide, Appendix I.

1.15. Central Office Switch

A switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class4).

1.16. Centralized Message Distribution System (CMDS)

The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.

1.17. CLLI Codes

Common Language Location Identifier Codes.

1.18. Commission

The Public Service Commission of Missouri.

1.19. Common Channel Signaling (CCS)

A high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.20. Competitive Local Exchange Carrier (**CLEC)

Any company or person authorized to provide local exchange services in competition with an ILEC.

1.21. Compliance

Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

1.22. Conversation Time

The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

1.23. Currently Available

Existing as part of CenturyTel's network at the time of the requested order or service and does not include any service, feature, function or capability that CenturyTel either does not provide to itself or to its own end users, or does not have the capability to provide.

1.24. Customer or Party

CenturyTel or **CLEC, depending on the context and which Party is receiving the service from the other Party.

1.25. Customer Service Record Search

Applied to LSR when **CLEC requests a customer service record search prior to account conversion from CenturyTel or from another **CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop and/or port basis.

1.26. Dedicated Transport

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC). Dedicated Transport may extend between two CenturyTel SWCs (Interoffice Dedicated Transport or IDT) or may extend from the CenturyTel SWC to the **CLEC premise (**CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries.

1.27. Disconnect Supervision

An on-hook supervisory signal end at the completion of a call.

1.28. DS-1

A service carried at digital signal rate of 1.544 Mbps.

1.29. DS-3

A service carried at digital signal rate of 44.736 Mbps.

1.30. Electronic File Transfer

A system or process, which utilizes an electronic format and protocol to send/receive data files.

1.31. Enhanced Service Provider (ESP)

An Enhanced Service Provider is a customer, in accordance with applicable regulatory requirements, claiming the status of an ESP and providing an enhanced service under Section 64.702 of the FCC's Rules and Regulations.

1.32. E-911 Service

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 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 usually includes selective routing.

1.33. Exchange Message Record (EMR)

An industry standard record used to exchange telecommunications message information among **CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia Technologies.

1.34. Exchange Service

All basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.35. Expanded Interconnection Service (EIS)

A service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at CenturyTel's wire centers and access tandems and interconnect those facilities with the facilities of CenturyTel. Microwave is available on a case-by-case basis where feasible.

1.36. Facility

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 46.

1.37. FCC

The Federal Communications Commission.

1.38. Generator

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 46).

1.39. Hazardous Chemical

As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

1.40. Hazardous Waste

As described in Resource Conservation Recovery Act (RCRA), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

1.41. Imminent Danger

As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

1.42. Incumbent Local Exchange Carrier (ILEC)

Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

1.43. Initial Service Order

A charge applied to each Local Service Request (LSR) of Unbundled Loops and/or Ports with the exception of Subsequent Service Order changes to existing **CLEC accounts.

1.44. Interconnection Facility

See Internetwork Facilities.

1.45. Interconnection Point (IP)

The physical point on the network where the two parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

1.46. Interexchange Carrier (IXC)

A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs or is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.47. Interim Number Portability (INP)

The delivery of Local Number Portability (LNP) capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

1.48. Information Service Provider (ISP)

"Information Service Provider ("ISP") means a provider of Information Service, as defined in 47 U.S.C. § 153(20). Information Service Provider includes, but is not limited to, Internet Service Providers.

1.49. ISP-Bound Traffic

Traffic originated by a customer of one Party to this Agreement that is delivered to the other Party for termination to an ISP.

1.50. Internetwork Facilities

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

1.51. ISDN User Part (ISUP)

A part of the SS7 protocol that defines call setup messages and call takedown messages.

1.52. Line Side

Refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.

1.53. Local Access and Transport Area (LATA)

A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.

1.54. Local Exchange Carrier (LEC)

Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.

1.55. Local Exchange Routing Guide (LERG)

The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.56. Local Number Portability (LNP)

The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.57. Local Service Request L(SR)

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and unbundled elements for the purposes of competitive local services.

1.58. Local Traffic

Traffic that is originated by an end user of one Party and terminates to the end user of the other Party within CenturyTel's then current local serving area, including mandatory local calling arrangements. A mandatory local calling area arrangement is an arrangement that provided is ordered by the Commission and that provides end users a local calling area, Extended Area Service (EAS) or Extended Community Calling (ECC), beyond their basic exchange serving area.

1.59. Loop Facility Charge

A charge applied to LSRs when fieldwork is required for establishment of unbundled loop service. Applied on a per LSR basis.

1.60. Main Distribution Frame (MDF)

The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

1.61. Meet-Point Billing (MPB)

Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.

1.62. Mid-Span Fiber Meet

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon IP.

1.63. Multiple Exchange Carrier Access Billing (MECAB)

Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

1.64. Multiple Exchange Carriers Ordering and Design Guidelines for Access Services Industry Support Interface (MECOD)

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for

Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STIS-002643, establishes methods for processing orders for access service, which is to be provided by two or more LECs.

1.65. Network Interface Device (NID)

The point of demarcation between the end user's inside wiring and CenturyTel's facilities.

1.66. 911 Service

A universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.67. North American Numbering Plan (NANP)

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.68. Numbering Plan Area (PA)

Also sometimes referred to as an area code, is the three-digit indicator, which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service, which may be provided across multiple geographic NPA areas. 500, 800, 900, 700 and 888 are examples of Non-Geographic NPAs.

1.69. NXX Code. Central Office Code or CO Code

The three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.70. Owner or Operator

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act

(RCRA), operator means the person responsible for the overall (or part of the) operations of a facility (see reference in Article III).

1.71. OZZ Code

Codes that are used to route certain types of traffic to specific trunk groups such as, specific interconnection trunk groups, TOPS Trunk Groups, etc.

1.72. Party/Parties

CenturyTel and/or **CLEC.

1.73. Physical Collocation

Collocation where equipment or facilities owned by **CLEC is located on a premise, remote facility or enclosure owned by CenturyTel.

1.74. Pole Attachment

Refers to the definition set forth in Article XI.

1.75. Provider

CenturyTel or **CLEC depending on the context and which Party is providing the service to the other Party.

1.76. Public Safety Answerin^g Point (PSAP)

An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated 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, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.77. Rate Center

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.78. Right-of-way (ROW)

The right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.79. Routing Point

Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.80. Service Switching Point (SSP)

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.81. Shared Transport

The physical interoffice facility not dedicated to any one customer that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end user (CenturyTel end user or **CLEC end user when **CLEC has purchased unbundled local switching), and are referred to as "shared transport facilities".

1.82. Signaling Point (SP)

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.83. Signaling System (SS7)

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.84. Subsidiary

A corporation or other legal entity that is majority owned by a Party.

1.85. Subsequent Service Order

Applied to LSRs requesting a service change to an existing unbundled account (no **CLEC transfer). For disconnect-only LSRs, no Non-Recurring Charge (NRC) will be applied.

1.86. Synchronous Optical Network (SONET)

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

1.87. Switched Access Service

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500,700, 800, 888 and 900 access services. Pursuant to applicable law, Switched Access Service traffic excludes ISP-Bound Traffic for purposes of intercarrier compensation

1.88. Telcordia Technologies

A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies, SBC, and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.89. Telecommunications Services

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.90. Third Party Contamination

Environmental pollution that is not generated by the LEC or **CLEC but results from off-site activities impacting a facility.

1.91. Transfer of Service Charge

A charge applied to LSRs which involve account changes (e.g., **CLEC to **CLEC transfers, CPE billing changes on Unbundled Ports).

1.92. Transit Traffic

Refers to traffic originating on **CLEC's or CenturyTel's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by **CLEC or CenturyTel and delivered to the other Party's network.

1.93. Trunk Side

Refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.94. Unbundled Network Element (UNE)

Generally a facility or equipment used in the provision of a Telecommunications Service. Specific references to UNEs contained throughout this Agreement shall be to the network elements that are to be unbundled pursuant to Article VII of this Agreement.

1.95. Undefined Terms

Terms that may appear in this Agreement which are not defined. Parties acknowledge and agree that any such terms shall be construed in accordance with customary usage in the telecommunications industry as of the effective date of this Agreement.

1.96. Virtual Collocation

Collocation where equipment or facilities of **CLEC is located on a premise, remote facility, enclosure or Right of Way owned by CenturyTel and ownership of **CLEC equipment or facilities is transferred to CenturyTel at the time of the collocation and is subject to the terms of the virtual collocation agreement. Virtual Collocation is provided on an Individual Case Basis (ICB).

1.97. Wire Center

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III

GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1. Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be three (3) years from the Effective Date, and shall continue in full force and effect for consecutive six (6) month terms unless one Party provides the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date").

2.2. Post-Termination Arrangements.

Except in the case of termination as a result of a Party's Default under Section 2.3 below, or termination upon sale, pursuant to Section services and elements purchased under this Agreement and existing at the time of termination may continue:

2.2.1. As if under this Agreement, if either Party has requested negotiation of a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one year following the Termination Date, whichever is earlier.

2.2.2. If this Agreement is not continued pursuant to subsection (a) or following the expiration of the one year period, the Parties shall continue operating, without interruption, pursuant to (i) any new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers, and/or (iv) rates, terms and conditions available under the Act, including, without limitation, section 252(i). If none of the above are available, the Parties shall continue under this Agreement until a new agreement becomes effective.

2.3. Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4. Termination Upon Sale.

**CLEC may terminate this Agreement as to a specific operating area, or portion thereof, if CenturyTel sells or otherwise transfers the area or a given portion thereof. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such sale or transfer. Notwithstanding termination or assignment of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5. Liability Upon Termination.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party (which shall not be unreasonably withheld) shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a

Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and **CLEC has not relied on CenturyTel counsel, pursuant to this Agreement.

6. INTENTIONALLY LEFT BLANK

7. LEC Profile.

Either Party may request information to update the LEC Profile.

8. Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

9. Ordering Interface.

Manual interface is currently being used for **CLEC to order services, and it includes facsimile orders and E-mail orders in accordance with the CenturyTel Service Guide. Conventional electronic ordering interface is not currently available. If CenturyTel later makes electronic interface ordering available to **CLEC, then the parties agree that, to the extent practicable, electronic interface will be used by **CLEC for ordering services and manual interface will be discontinued unless this is impracticable.

10. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), **CLEC and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

10.1. Back Billing.

Neither Party will bill the other Party for previously unbilled charges allegedly incurred more than six (6) months prior to the bill date. Each party will provide

prompt notice of any intent to bill for charges incurred more than 60 days ago as soon as it becomes aware of the billing omission.

10.2. Dispute.

Disputing Party shall endeavor to notify Billing Party, in writing, regarding the nature and basis of the dispute within six (6) months of the statement date. The Parties shall diligently work toward resolution of all billing issues.

10.3. Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Party agrees to pay, at Provider's option, a charge on the past due balance at an interest rate of 1 1/2 %, or the maximum amount allowed by law.

10.4. Due Date.

Payment is due forty-five (45) calendar days from the bill date.

10.5. Audits.

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

11. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

12. Capacity Planning and Forecasting.

Within thirty (30) days from the date that this Agreement is signed by both Parties, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, UNEs, Interim Number Portability (INP), Interconnection Services, Collocation, Poles, Conduits and Rights-of-Way (ROW). Such responsibilities shall include but are not limited to the following:

- 12.1. The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that would impact either Party's provision of services.
 - 12.2. **CLEC will furnish to CenturyTel information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
 - 12.3. The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V.
 - 12.4. CLEC shall notify CenturyTel promptly of changes greater than twenty percent (20%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.
 - 12.5. All forecasting information will be confidential and will be used for CenturyTel's network management or carrier service management only.
13. Compliance with Laws and Regulations.
- Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
14. Confidential Information.
- 14.1. Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, payment history, pre-orders and all orders for services or UNEs placed by **CLEC pursuant to this Agreement, and information that would constitute customer proprietary network information of **CLEC end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to **CLEC end users, whether disclosed by **CLEC to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement is considered proprietary information.

14.2. Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

14.3. Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4. Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

15. Consent.

Where consent, approval, or mutual agreement is required of a Party, it shall not be conditional, or unreasonably delayed or withheld.

16. Cooperation on Preventing End User Fraud.

The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.

17. THIS SECTION INTENTIONALLY LEFT BLANK.

18. Dispute Resolution.

18.1. Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2. Negotiation.

Upon written notice from either Party initiating the dispute resolution process, each Party will appoint a knowledgeable, responsible and empowered representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives, except that the Parties' representatives will hold an initial discussion within seven (7) days of the written request initiating the dispute resolution process. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be

admissible in the subsequent arbitration or proceeding without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered and/or admitted into evidence in the proceeding, arbitration or litigation.

18.3. Litigation.

If the negotiations do not resolve the dispute within thirty (30) Business Days of the initial written request, either Party may submit the matter to the Commission, FCC, or court of competent jurisdiction, or the Parties may jointly agree to submit the issue to arbitration.

18.4. Expedited Resolution Procedures.

If the issue to be resolved through the negotiations directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute may be brought to the Commission, FCC, court or (if agreed-upon) arbitration shall be five (5) Business Days.

18.5. Costs.

Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees for any arbitration jointly agreed-upon.

18.6. Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV) in accordance with this Agreement.

19. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein, including attachments, exhibits and/or amendments.

20. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

22. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.

23. Governing Law.

This Agreement, and the Parties' performance hereunder, shall be governed by and construed in accordance with the Act, and applicable federal and Missouri law.

24. Standard Practices.

The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the **CLEC industry which may be added in the CenturyTel Guide. **CLEC agrees that CenturyTel may implement such practices in its attempt to satisfy any CenturyTel obligations under this Agreement. CenturyTel will provide **CLEC with thirty (30) days written notice of any change; provided, however, that where a dispute arises between the Parties with respect to a conflict between the CenturyTel Guide and this Agreement, the terms of this Agreement shall prevail.

25. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

26. Independent Contractor Relationship.

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

27. Law Enforcement Interface.

27.1. Except to the extent not available in connection with CenturyTel's operation of its own business, CenturyTel shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

27.2. CenturyTel agrees to work jointly with **CLEC in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for **CLEC customers will be identified, agreed to with **CLEC, and billed to **CLEC.

27.3. CenturyTel will, in non-emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a **CLEC Customer and shall refer them to **CLEC.

28. Liability and Indemnity.

28.1. Indemnification.

Subject to the limitations set forth in Section 0 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the

indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

28.2. End-User and Content-Related Claims.

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third party provider or operator of facilities involved in the provision of services, UNEs or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end-users against an Indemnified Party arising from Services, UNEs or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

28.3. DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, AND IN APPLICABLE LAW, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNEs OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

28.4. Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses CenturyTel may recover, including those under Section 17 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Except in cases of malicious intent, under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

28.5. Intellectual Property.

To the extent consistent with applicable law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

29. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

30. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

31. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail,

or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this Section and shall be directed to the applicable address or Internet ID indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section:

If to CenturyTel:

CenturyTel of the Midwest-Kendall, LLC.
Attention: Corporate Carrier Relations
100 Century Park Drive
Monroe, LA 71203
Telephone number: (318) 388-9000
Facsimile number: (318) 388-9072
Internet Address:

Copy to:

CenturyTel
TITLE
ADDRESS 1
ADDRESS 2
Telephone number:
Facsimile number:
Internet Address:

If to **CLEC:

**CLEC Full Name
Attention: Interconnection Management

Copy to:

Andrew M. Klein
Counsel to **CLEC
DLA Piper Rudnick Gray Cary LLP
1200 19th Street NW
Washington, DC 20036
Telephone number: (202) 861-3827

Telephone number:

32. Protection.

32.1. Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

32.2. Resolution.

If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing

the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

33. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, UNEs or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyTel and **CLEC.

34. Regulatory Agency Control.

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the Commission to the extent the substance of this Agreement, or any portion thereof, is or becomes subject to the jurisdiction of such agency.

35. Changes in Legal Requirements.

CenturyTel and **CLEC further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of the Parties to perform any material term of this Agreement, either Party may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within sixty (60) business days after such notice, either Party may invoke the Dispute Resolution provisions of this Agreement. No changes will be effective until incorporated by written Amendment.

36. Effective Date.

This Agreement will be effective upon execution by the Parties, and subject to approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for all purposes will be as established by the Commission approval order.

37. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

38. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

39. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

40. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the reasonable opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, either Party may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within sixty (60) business days after such notice, either Party may invoke the Dispute Resolution provisions of this Agreement.

41. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement. Party using third party subcontractor will provide written communication to the other Party.

42. Intentionally Left Blank.

43. Taxes.

Any federal, state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as CenturyTel requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party

will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

43.1. Tax.

A charge which is statutorily imposed by the federal, state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

43.2. Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting Party.

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, E311/311, franchise fees, and Commission surcharges.

44. Trademarks and Trade Names.

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

45. Waiver.

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

46. Environmental Responsibility.

46.1. **CLEC is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or

injuries caused by, any materials brought to or used at the Facility by **CLEC. **CLEC shall not be responsible with respect to pre-existing hazards at the Facility. In accordance with Section 46.10, **CLEC will indemnify CenturyTel for all claims, fees, penalties, damages, and causes of action with respect to these materials. No new safety or environmental hazards shall be created or new hazardous substances shall be used at a CenturyTel Facility. **CLEC must demonstrate adequate training and emergency response capabilities related to **CLEC materials brought to, used, or existing at the CenturyTel Facility.

- 46.2. **CLEC, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by CenturyTel when working at a CenturyTel Facility. The Parties acknowledge and agree that nothing in this Agreement or in any of CenturyTel's practices/procedures constitutes a warranty or representation by CenturyTel that **CLEC's compliance with CenturyTel's practices/procedures, with this Agreement, or with CenturyTel's directions or recommendations will achieve compliance with any applicable law. **CLEC is responsible for ensuring that all activities conducted by **CLEC at the Facility are in accordance with all applicable federal, state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.
- 46.3. CenturyTel and **CLEC shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the CenturyTel Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or any petroleum contamination in a manhole.
- 46.4. **CLEC shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to **CLEC after a complete and proper request by **CLEC for same, then CenturyTel's permit, approval, or identification number may be used as authorized by law and upon prior approval by CenturyTel. In that case, **CLEC must comply with all of CenturyTel's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of CenturyTel's permits, approvals, or identification numbers, or compliance with CenturyTel's practices/procedures constitutes a representation or warranty that **CLEC's activities will be in compliance with applicable laws, and such compliance or use of CenturyTel's permits, approvals, or identification numbers creates no right of action against CenturyTel.

- 46.5. If Third Party Contamination is discovered at a CenturyTel Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If **CLEC discovers Third Party Contamination, **CLEC will immediately notify CenturyTel and will consult with CenturyTel prior to making any required notification, unless the time required for prior consultation would preclude **CLEC from complying with an applicable reporting requirement.
- 46.6. CenturyTel and **CLEC shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. For fees associated with such filings, CenturyTel and **CLEC must develop a cost sharing procedure.
- 46.7. When conducting operations in any CenturyTel manhole or vault area, **CLEC shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. **CLEC shall not disturb building materials containing hazardous substances prior to space or power accessibility. CenturyTel must approve any contracts or agreements to move the materials prior to disturbing the building materials. **CLEC shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a CenturyTel manhole or vault area. CenturyTel shall not be responsible for any costs incurred by **CLEC in meeting its obligations under this Section.
- 46.8. **CLEC shall provide reasonable and adequate compensation to CenturyTel for any additional or increased costs associated with compliance with any federal, state, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a proximate result of providing **CLEC with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.
- 46.9. Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between CenturyTel and the landowner. In this regard, **CLEC must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).

46.10. Notwithstanding Section 27, with respect to environmental responsibility under this Section 46, CenturyTel and **CLEC shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the CenturyTel Facility; it being the parties' express intention that **CLEC shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 46.10.

47. TBD Prices.

Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to **CLEC ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non recurring charge (NRC) for a specific UNE, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by **CLEC to CenturyTel, and any overpayment shall be refunded by CenturyTel to **CLEC, within 45 Business Days after the establishment of the price by the Commission.

ARTICLE IV

GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS

1. General.

General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate CenturyTel intrastate local tariffs, may be read to supplement the services made available by CenturyTel to **CLEC for resale, and UNEs provided by CenturyTel to **CLEC, where **CLEC specifically purchases such items directly from the CenturyTel tariff.

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4. Impact of Payment of Charges on Service.

Each Party is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement by the other Party, including, but not limited to, calls originated or accepted at its or its end-users' service locations. If either Party fails to pay when due any and all undisputed charges billed under this Agreement, including any valid late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than ninety (90) calendar days after the bill date of such Unpaid Charges excepting previously disputed charges for which that Party may withhold payment, the billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges within fourteen (14) Business Days after receipt of the notice. The Parties expressly agree that as an exception to Article III, Section 31 ("Notices"), the 14-business day notification required in the preceding sentence may be made via facsimile or electronic messaging system (e-mail), and if either such method is used, receipt shall be effective at the time such transmission has been made (provided the Party providing notice retains proof that such notice was received and such method is accompanied by written notice sent via Overnight Mail).

If the billed Party disputes the billed charges, it shall, within said fourteen (14) day period, advise the billing Party in writing as to which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to the billing Party all undisputed charges. If the Parties are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either Party may invoke the Dispute Resolution provisions contained in Article III, Section 18 of this Agreement. If, upon resolution of any dispute hereunder, it is determined that the billed Party owes payment, such party shall make payment to the billing Party together with any late payment charges under Article III, Section 10.3, from the original payment due date. If it is determined that

the billed Party owes no payment, then the billing Party shall credit such amounts, including any late payment charges, plus an amount equal to 5% of the amount claimed as an administrative fee to compensate the billed party for having to dispute the improper charge.

Subject to the requirements of this Agreement with respect to dispute resolution, default, and termination, the following process will apply in instances where the billed Party fails to pay an undisputed Unpaid Charges:

- (a) The billing Party may discontinue service to the billed Party for the service or element unpaid, should the failure to pay the undisputed charges as provided in this Section 4 continue for more than ninety (90) consecutive days after receipt of sufficient written notice.

5. Unlawful Use of Service.

Services, facilities or unbundled elements provided by either Party pursuant to this Agreement shall not be used by the other Party or its end-users for any purpose in violation of law. Each Party shall be responsible to ensure that each other Party and its end-users use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. Either Party may refuse to furnish service to the other Party or disconnect particular services, facilities or unbundled elements provided under this Agreement, as appropriate when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or unbundled elements is prohibited by law or (ii) the Party providing service is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CenturyTel is being used or will be used for the purpose of transmitting or receiving information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to other Party as provided for under this Agreement, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the disconnecting Party the written finding of a court, then upon request of Party receiving the service, the disconnecting Party shall promptly restore such service.

6. Timing of Messages.

With respect to CenturyTel resold measured rate local service(s), chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the

network. Timing of messages applicable to CenturyTel's Port and Local Switching element (usage sensitive services) will be recorded based on originating and terminating access.

7. Procedures For Preordering, Ordering, Provisioning, Etc.

Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by the CenturyTel Guide. Except as provided for in Article III, Section 9, the Parties agree that they will use a manual service order process throughout the term of the contract and that there will be no charge for such service.

8. Letter of Authorization.

8.1. **CLEC and CenturyTel shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided that such processes comply with applicable FCC and Commission rules and orders.

8.2. Neither Party will release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) for an end-user customer accounts until the requesting Party has executed the blanket LOA. The Parties shall each adopt their own internal processes for verification of customer authorization for requests, provided that such processes comply with the foregoing blanket LOA provisions, Applicable Law, and FCC and Commission rules and orders.

9. Customer Contacts.

Except as otherwise provided in this Agreement or as agreed to in a separate writing by **CLEC, **CLEC shall provide the exclusive interface with **CLEC's end-user customers in connection with the marketing or offering of **CLEC services. 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-users, such personnel shall not identify themselves as representing CenturyTel. All forms, business cards or other business materials furnished by CenturyTel to **CLEC end-users shall be generic in nature. In no event shall CenturyTel personnel acting on behalf of **CLEC pursuant to this Agreement provide information to **CLEC end-users about CenturyTel products or services unless specifically authorized by **CLEC in writing. In no event shall CenturyTel personnel acting on behalf of **CLEC pursuant to this Agreement disparage **CLEC to **CLEC end-users in any fashion.

ARTICLE V

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article

- 1.1. Types of Services - This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) between CenturyTel and **CLEC, and the transport, termination and billing of Local Traffic and ISP-Bound Traffic, EAS, ECC, IntraLATA Toll, Transit Traffic, optional EAS traffic and jointly provided Interexchange Carrier (IXC) access between CenturyTel and **CLEC.
- 1.2. The services and facilities described in this Article shall be referred to in this Article V as the "Services."
- 1.3. New Service Requests - **CLEC initiates orders for interconnection services by sending an ASR to CenturyTel. The ordering process is described in the CenturyTel Guide. The ASR will be reviewed by CenturyTel within one business day for validation and identification of errors. Any errors will be clearly identified and referred back to **CLEC on a single ASR response. **CLEC then will correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR. While installation time line will vary considerably, based on the configuration, CenturyTel will work with **CLEC in all circumstances to install IPs within fifteen (15) calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with the Act.

2. Billing and Rates.

2.1. Service Ordering, Service Provisioning, and Billing.

**CLEC will order services directly from CenturyTel via E-Mail, United States Mail or facsimile. The following describes generally the processes CenturyTel will use for ordering, provisioning and billing for interconnection facilities and services. The CenturyTel Guide provides additional guidelines for service ordering, provisioning, billing and maintenance.

2.2. Rates and Charges.

Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. CenturyTel's and **CLEC's rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof.

2.3. Billing.

Provider shall render to Customer a bill for interconnection services 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, shall be billed in arrears. **CLEC is required to order trunks pursuant to Section 4.3.4 of this Article.

3. Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Telcordia Technologies Billing Output Specifications (BOS).

3.1. 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.

3.2. 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 for each interconnection. MOU shall be collected and measured in minutes, and seconds.

4. Transport and Termination of Traffic.

4.1. Traffic to be Exchanged.

The Parties shall reciprocally terminate Local Traffic, ISP-Bound Traffic, EAS, ECC, IntraLATA Toll, optional EAS and jointly provided IXC traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks.

The Parties agree to exchange traffic associated with third party LECs, **CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 herein.

In addition, the Parties will notify each other of any reasonably anticipated material change in traffic to be exchanged, in terms of, e.g., traffic type, volume.

4.2. Compensation For Exchange Of Traffic.

4.2.1. Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties'

end-user customers in accordance with this Article. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

- 4.2.2. The Parties will exchange ISP-Bound traffic, and any compensation due between the Parties in connection with the exchange of ISP-Bound Traffic minutes shall be exchanged in accordance with the FCC's Order on Remand and Report and Order in CC Dockets Nos. 96-98 and 99-68, as released on April 27, 2001 (hereinafter "ISP Remand Order"), the FCC's Order in Core October , 2004, and other provisions of Applicable Law.
- 4.2.3. Bill-and-Keep. 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 request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic for a period of six (6) consecutive months, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed.
- 4.2.4. Nothing in this Section shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section, except as set forth in Section 3.1 above.

5. Tandem Switching Traffic.

The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's access tandem, as well as for traffic between either Party's end-

users and any third party which is interconnected to the other Party's access tandems as follows:

- 5.1. The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to third party (e.g., other **CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the tandem transiting charge identified in Appendix A.
 - 5.2. The originating Party also assumes responsibility for compensation to the company which terminates the call. Compensation to third parties terminating traffic on either Party's behalf shall be covered by specific arrangements between the originating Party and the terminating third party.
 - 5.3. **CLEC shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any **CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits CenturyTel's Tandem Office for a period of greater than three (3) consecutive months and when such traffic exceeds the DS3 traffic level for the specified three (3) month period. If **CLEC does not enter into the above referenced arrangement within 180 days of reaching the specified volume for a three (3) month period with relevant third party carriers, then CenturyTel may, request that **CLEC establish direct interconnection with the specified third party carrier.
 - 5.4. Each Party shall deliver Tandem Transit Traffic with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.
6. Direct Network Interconnection.
 - 6.1. Network Interconnection Architecture.

**CLEC will establish one Interconnection Point per LATA. **CLEC may interconnect with CenturyTel on its network at any technically feasible point in the LATA, and for CenturyTel originated traffic may determine that the Interconnection Point is a **CLEC switch within the LATA. Each Party is responsible for delivering its originating traffic, including without limitation Local Traffic and ISP-Bound Traffic, to the Interconnection Point, and for providing necessary equipment, facilities, engineering, and maintenance on its side of the Interconnection Point. Interconnection at additional points will be reviewed on an individual case basis, and the Parties may mutually agree to establish additional Interconnection Points.

- 6.2. The Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.
- (a) A Mid-Span Fiber Meet within an existing CenturyTel exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. The IP is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.
 - (b) Its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where **CLEC has spare fiber cable in an existing collocation space, **CLEC may establish interconnection by terminating such fiber cable to CenturyTel fiber optic terminal (FOT).
 - (c) A special access and/or **CLEC Dedicated Transport (and Interoffice Dedicated Transport) arrangement terminating at a CenturyTel Wire Center. Or Tandem. The Parties agree that charges for such trunks, trunk ports and facilities are Commission-approved, TELRIC-compliant rates set forth set forth in Exhibit XX to this Agreement.
 - (d) Existing facilities or the existing facilities of **CLEC's subsidiaries or affiliates, at the serving wire center locations where **CLEC or its subsidiaries or affiliates have a facilities presence for switched and/or dedicated access traffic.
 - (e) Lease dedicated transport facilities and/or services from CenturyTel.
 - (f) Transport facilities from a third party, and/or,
 - (g) Any other technically feasible arrangement that the Parties may agree meets the requirements of the Act
- 6.3. **CLEC will designate the Interconnection Point at a location of its choosing, subject to the single constraint of technical feasibility, and the requirement that the Parties exchange traffic at a Point of Interconnection within the LATA.

7. Compensation.

The Parties agree to the following compensation for internetwork facilities, depending on facility type. Only Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic will be used for calculation of this compensation.

- 7.1. Mid-Span Fiber or Copper Meet: CenturyTel will charge (flat rated) transport at the rates for unbundled transport set forth in this Agreement (regardless of

whether **CLEC is collocated) and will rate charges between the IP and CenturyTel's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. **CLEC will charge flat rated transport to CenturyTel for **CLEC facilities used by CenturyTel at tariffed rates or as mutually agreed. **CLEC will apply charges based on the lesser of; (i) the airline mileage from the IP to the **CLEC switch; or (ii) the airline mileage from the CenturyTel switch to the serving area boundary.

- 7.2. Collocation: CenturyTel will charge Virtual or Physical rates in Appendix F-1. **CLEC will charge CenturyTel flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel. **CLEC will apply charges based on the lesser of (i) the airline mileage from the IP to the **CLEC switch; or (ii) two (2) times the airline mileage from the CenturyTel switch to the serving area boundary.
- 7.3. Special Access and/or **CLEC Dedicated Transport and Interoffice Dedicated Transport: CenturyTel will charge based upon the rates for unbundled transport facilities set forth in this Agreement (regardless of whether **CLEC is collocated).

Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

8. Trunking Requirements.

In accordance with Article III, Section 12, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to begin exchange of traffic.

- 8.1. The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will establish two one-way trunk groups for the delivery of Local Traffic, ISP-Bound Traffic, and intraLATA toll originated by each Party and destined for termination to end users of the other Party. Each Party will be responsible for its own expenses associated with the trunks.
- 8.2. Each Party shall establish a separate two-way trunk group for the delivery of InterLATA, Switched Access Services to IXCs, optional EAS traffic, and Transit Traffic/Tandem Transit Traffic, unless it is mutually agreed to utilize one-way trunks.

- 8.3. Other requirements.
- 8.3.1. Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 8.3.2. Neither Party shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.
- 8.4. End-Office Trunking. The Parties will work cooperatively, and subject to mutual agreement, to establish high volume end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a **CLEC end office and a CenturyTel end office.
- 8.5. **CLEC and CenturyTel will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Traffic and ISP-Bound Traffic carried on local interconnection trunks. ISP-Bound traffic shall be treated as local traffic for the purposes of PLU calculation. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix A.
- 8.6. Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly-engineered to the appropriate industry grade of service standard B.01 or B.005.
- 8.7. **CLEC and CenturyTel agree to jointly plan interconnection trunking to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate industry grades of service standard B.01 or B.005. Such plan shall also include mutually agreed upon default standards for the configuration of all segregated trunk groups.
- 8.8. SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.
- 8.9. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.
- 8.10. The Parties will support intercompany 64kbps clear channel where available.
- 8.11. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

9. Trunk Forecasting.

9.1. The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 12. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:

9.1.1. Forecasted trunk quantities for the upcoming year and a description of major network projects that affect the other Party. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that may be reflected in a significant increase or decrease in trunking demand for the following forecasting period.

9.1.2. Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

9.2. Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005). When a condition of excess capacity is identified, CenturyTel will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the customer for possible, mutually agreed-upon network efficiency adjustment.

9.3. Network Redesigns Initiated by CenturyTel.

CenturyTel will not charge **CLEC when CenturyTel initiates its own network redesigns/ reconfigurations.

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11. Number Resources.

11.1. Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact **CLEC's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by **CLEC shall be made directly to the NANP Number Plan Administrator. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator.

**CLEC shall not request number resources to be assigned to any CenturyTel switching entity.

11.1.1. Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

11.2. Rate Centers.

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11.3. Routing Points.

**CLEC will also designate a Routing Point for each assigned NXX code. **CLEC may designate one location within each LATA as a Routing Point for each NPA-NXX.

11.4. Code Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

11.5. Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

12. Number Portability (NP).

12.1. Local Number Portability (LNP).

12.1.1. The Parties agree that they shall develop and deploy number portability in accordance with the Act, such binding FCC and state mandates, and industry standards, as may be applicable.

12.1.2. The Parties will jointly plan for LNP implementation.

13. Meet-Point Billing (MPB).

13.1. Meet-Point Arrangements.

13.1.1. The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a CenturyTel access tandem in accordance with the MPB

guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section for Interim Portability.

- 13.1.2. Except in instances of capacity limitations, CenturyTel shall permit and enable **CLEC to sub-tend the CenturyTel access tandem(s) nearest to the **CLEC Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, **CLEC shall be allowed to subtend the next-nearest CenturyTel access tandem in which sufficient capacity is available.
 - 13.1.3. Interconnection for the MPB arrangement shall occur at the IP.
 - 13.1.4. Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the CenturyTel access tandem switch.
 - 13.1.5. **CLEC and CenturyTel will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
 - 13.1.6. As detailed in the MECAB document, **CLEC and CenturyTel will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by **CLEC and CenturyTel via the meet-point arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.
 - 13.1.7. **CLEC and CenturyTel shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.
- 13.2. Compensation.
- 13.2.1. Initially, billing to Access Service customers for the Switched Access Services jointly provided by **CLEC and CenturyTel via the MPB arrangement shall be according to the multiple-bill/multiple-tariff method as described in the MECAB guidelines. This means each

Party will bill the portion of service it provided at the appropriate tariff, or price list.

14. Common Channel Signaling

14.1. Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

14.2. Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing. CenturyTel will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

14.3. Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

14.4. Connection Through Signal Transfer Point (STP).

Not part of this agreement.

14.5. Third Party Signaling Providers.

**CLEC may choose a third party SS7 signaling provider to transport messages to and from the CenturyTel SS7 network.

14.6. Multi-Frequency Signaling.

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

15. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing standard protective controls.

ARTICLE VI

RESALE OF SERVICES

1. General.

The purpose of this Article VI is to define the Exchange Services and other Services (collectively referred to for purposes of this Article VI as the “Services”) that may be purchased from CenturyTel and resold by **CLEC and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the CenturyTel Guide. CenturyTel will make available to **CLEC for resale any Telecommunications Service that CenturyTel currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by Section 2.3 below.

2. Terms and Conditions.

2.1. Restrictions on Resale.

The following restrictions shall apply to the resale of retail services by **CLEC.

- 2.1.1. **CLEC shall not resell to one class of customers a service that is offered by CenturyTel only to another class of customers in accordance with state requirements (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).
- 2.1.2. **CLEC shall not resell lifeline services and services for the disabled.
- 2.1.3. **CLEC shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to **CLEC for resale. CenturyTel will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.

2.2. Restrictions on Discount of Retail Services.

The discount specified in Section 0 herein shall apply to all retail services except for the following:

- 2.2.1. **CLEC may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. **CLEC shall not aggregate end-user lines and/or traffic in order to qualify for volume discount.
- 2.2.2. **CLEC may resell ICB/Contract services without a discount and only to end-user customers that already have such services.

2.2.3. **CLEC may resell COCOT coin or coinless line; however, no discount applies.

2.2.4. **CLEC may resell special access; however, no discount applies.

2.3. Resale to Other Carriers.

Services available for resale may not be used by **CLEC to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to, interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.

3. Ordering and Billing.

3.1. Service Ordering, Service Provisioning, and Billing.

**CLEC will order services for resale directly from CenturyTel through United States Mail, E-Mail or facsimile. The following describes generally the processes CenturyTel will use for ordering, provisioning and billing for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Guide.

3.2. Local Service Request.

Orders for resale of services will be placed utilizing standard LSR forms. CenturyTel will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by **CLEC before a request can be processed.

3.2.1. CenturyTel will accept orders for As-In Transfer (AIT) of services from CenturyTel to **CLEC where CenturyTel is the end-user's current local exchange company. CenturyTel will provide service detail of all AIT orders on its monthly invoicing to **CLEC.

3.3. Certificate of Operating Authority.

When ordering, **CLEC must represent and warrant to CenturyTel that it is a certified provider of local exchange service in the State. **CLEC will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request.

3.4. Nonrecurring Charges.

**CLEC shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as

listed in Appendix C. In addition, NRCs for Field Service work (Installation/Repair) requiring on site visits will be charged from the appropriate tariff.

3.5. Transfers Between **CLEC and Another Reseller of CenturyTel Services.

When **CLEC has obtained an end-user customer from another reseller of CenturyTel services, **CLEC will inform CenturyTel of the transfer by submitting standard LSR forms to CenturyTel.

3.5.1. CenturyTel cannot accept an order for AIT of service from one **CLEC reselling CenturyTel services to another reseller of CenturyTel services.

3.6. Measured Local Calling Detail.

Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to **CLEC does not include measured local calling detail. However, **CLEC may request and CenturyTel shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

3.7. Originating Line Number Screening (OLNS).

Upon request, CenturyTel will update the database to provide OLNS which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

4. Maintenance.

4.1. Maintenance, Testing and Repair.

CenturyTel will provide repair and maintenance services to **CLEC and its end-user customers for resold services in accordance with the same standards and charges used for such services provided to CenturyTel end-user customers and will comply with Commission Standards. CenturyTel will not initiate a maintenance call or take action in response to a trouble report from a **CLEC end-user until such time as trouble is reported to CenturyTel by **CLEC. **CLEC must provide to CenturyTel all end-user information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the CenturyTel Guide.

5. Services Available for Resale.

5.1. Description of Local Exchange Services Available for Resale.

Resold basic Exchange Service includes, but is not limited to, the following elements:

- (a) Voice Grade Local Exchange Access Line – includes a telephone number and dial tone.
- (b) Measured Local, EAS and ECC Calling – at local usage measured rates if applicable to the end-user customer.
- (c) Access to long distance carriers.
- (d) E-911 Emergency Dialing.
- (e) End-user Private Line Services.
- (f) Listing of telephone number in appropriate “white pages” directory; and
- (g) Copy of “White Pages” and “Yellow Pages” directories for the appropriate CenturyTel service area.

5.2. Other Services Available for Resale.

CenturyTel will provide resold services at retail less a discount as defined in Article VI, Section 0. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to **CLEC are those telecommunications services described in CenturyTel’s retail tariffs, as amended from time to time. Any new retail services that CenturyTel offers in such tariffs to customers who are not telecommunications carriers may also be available to **CLEC for resale under the same terms and conditions contained in this Agreement.

5.2.1. Promotional Services. CenturyTel shall make available for resale, those promotional offerings that are greater than 90 days in durations and the special promotional rate will be subject to the applicable resale discount.

5.2.2. Local Tariff. CenturyTel will make available its local tariff to **CLEC for a fee to cover administrative cost and mailing.

5.3. Rates.

The prices charged to **CLEC for Local Exchange Services shall be calculated as follows:

5.3.1. A discount shown in Appendix C shall apply to all retail services except those services listed in Section 2.2.

5.3.2. The discount dollar amount calculated under Section 0 above will be deducted from the retail rate.

5.3.3. The resulting rate is the resale rate.

5.4. Grandfathered Services.

Services identified in CenturyTel Tariffs as grandfathered in any manner are available for resale only to end-user customers that already have such grandfathered service. An existing end-user customer may not move a grandfathered service to a new service location. Grandfathered Services are subject to a resale discount, as provided in Section 5.3.1.

5.5. Access.

CenturyTel retains all revenue due from other carriers for access to CenturyTel facilities, including both switched and special access charges.

ARTICLE VII

UNBUNDLED NETWORK ELEMENTS

1. General.

The purpose of this Article VII is to define some of the UNEs that will be made available to **CLEC by CenturyTel.

The provisions for ordering, provisioning, billing and maintenance of UNEs in this Agreement (including Appendices) may be supplemented, upon mutual agreement, by the CenturyTel Guide, provided, however, that where there is inconsistency or conflict between the CenturyTel Guide and this Agreement, the terms of this Agreement shall prevail. CenturyTel will provide UNE offerings pursuant to this Article to the extent required by Applicable Law.

2. Unbundled Network Elements.

2.1. Categories.

There are several separate categories of network components that shall be provided as UNEs by CenturyTel. Those categories include, but are not limited to, the following:

- (a) Network Interface Device (NID)
- (b) Local Loops and Subloops
- (c) Local Switching and Ports
- (d) Transport Elements
- (e) Signaling Network
- (f) Multiplexing
- (g) Line Splitting and Line Sharing
- (h) Call-Related Databases
- (i) Operator Services and Directory Assistance
- (j) Operations Support Systems
- (k) Service Management Systems
- (l) 911 and E911
- (m) Inside Wire UNE
- (n) Subloops

2.2. Prices.

The rates and charges for Unbundled Network Elements are set forth in Appendix D attached to this Agreement and made a part hereof. Should there be no price identified in Appendix D, the rates and charges shall be as set by the Commission, negotiated between the Parties, set pursuant to the applicable BFR or ICB process, or as specified in the appropriate CenturyTel tariff if specifically referenced in this Article or specified by **CLEC in the LSR/ASR.

2.3. Connection to Unbundled Elements.

CenturyTel will provide non-discriminatory access, on an unbundled basis, to the UNEs provided for in this Article VII and as additionally required by Applicable Law. **CLEC may access UNEs at any technically feasible. CenturyTel will provide **CLEC with UNEs in a manner that permits **CLEC to combine these UNEs with any facilities that **CLEC may itself provide, or that may be provided by third parties, in accordance with the following:

2.3.1. Where connection of **CLEC facilities to unbundled elements shall be effectuated through collocation arrangements, each unbundled element shall be delivered, at **CLEC's request, to **CLEC's designated terminal block, or equivalent termination point, as a part of the collocation arrangement. Each loop or port element shall be delivered to **CLEC collocation arrangement cross-connection applicable to the unbundled elements. Applicable rates for this cross-connection are specified along with the Loop rates in Appendix D.

2.3.2. **CLEC may combine UNEs obtained from CenturyTel, and it is also may combine those UNEs with its own facilities. CenturyTel will provide to **CLEC all combinations of UNEs as required by Applicable Law.

2.4. Service Quality.

CenturyTel shall provide UNEs of a quality and nature provided to its own customers, in accordance with Applicable Law. CenturyTel will not be responsible for impacts on service attributes, grades of service, etc., resulting from any unusual use of or extraordinary modification to any UNE.

2.5. Provisioning and Support.

CenturyTel agrees to provide UNEs in a timely, nondiscriminatory manner, considering the need and volume of requests, in accordance with applicable requirements and agreed upon service provisioning intervals. CenturyTel shall provide power to such elements on the same basis as CenturyTel provides to itself or to any third parties.

3. Ordering and Billing

3.1. Service Ordering, Service Provisioning and Billing.

**CLEC will order services for unbundled elements directly from CenturyTel via United States Mail, E-Mail, facsimile or any electronic interfaces made available. This section describes generally the processes the Parties will use for ordering, provisioning and billing for UNEs, which specific provisions of this Agreement may be supplemented, by mutual agreement, by the terms of the CenturyTel Guide.

3.2. Service Requests.

Orders for unbundled loops and ports will be submitted utilizing standard LSR forms. Orders for unbundled dedicated transport will be placed utilizing standard ASR forms. CenturyTel will continue to participate in industry forums for developing service order/disconnect order formats and will periodically incorporate appropriate industry standards. The CenturyTel Guide will contain up-to-date LSR and ASR forms, which forms will be made available to **CLEC in an electronic format. Complete and accurate forms (containing the requisite end-user information as described in the CenturyTel Guide) must be provided by **CLEC before a request can be processed.

3.3. Certificate of Operating Authority.

**CLEC represents and warrants to CenturyTel that it is a certified provider of local service.

3.4. Nonrecurring Charges.

**CLEC shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to UNEs purchased by **CLEC, as listed in Appendix D.

3.5. Transfers Between ***CLECs.

When **CLEC has obtained an end-user customer from another carrier using CenturyTel UNEs, **CLEC will inform CenturyTel of the transfer by submitting standard LSR and/or ASR forms to CenturyTel.

4. Network Interface Device.

4.1. Element Description.

The NID is a cross-connect device used to connect loop facilities to inside wiring. The NID is available as a part of an unbundled local loop, or as a stand-alone unbundled network element.

When a NID is ordered as part of an unbundled local loop, the price for the NID is incorporated into the loop UNE price. The normal process for loop ordering will include the NID.

When the NID is ordered as a stand-alone rate element, it must be ordered separately from a loop, and it incurs a separate UNE charge. The price for a stand-alone NID is listed in Appendix D. To access a stand-alone NID ****CLEC must put in place a NID-to-NID connection, as described in the next section.

4.2. Direct Connection.

**CLEC shall be permitted to connect its own Loop directly to CenturyTel's NID in cases where **CLEC uses its own or third party facilities to provide local service to an end-user formerly served by CenturyTel, as long as such direct connection does not unreasonably interfere with the operation of CenturyTel's network. In order to minimize any such adverse effects, the following procedures shall apply:

- 4.2.1. When connecting its own loop facility directly to CenturyTel's NID for a residence or business customer, **CLEC must make a clean cut on the CenturyTel drop wire at the NID so that no bare wire is exposed. **CLEC shall not remove or disconnect CenturyTel's drop wire from the NID or take any other action that might cause CenturyTel's drop wire to be left lying on the ground.
- 4.2.2. At multi-tenant customer locations, **CLEC must remove the jumper wire from the distribution block (i.e., the NID) to the CenturyTel cable termination block. If **CLEC cannot gain access to the cable termination block, **CLEC must make a clean cut at the closest point to the cable termination block. At **CLEC's request and discretion, CenturyTel will determine the cable pair to be removed at the NID in multi-tenant locations. **CLEC will compensate CenturyTel for work necessary to identify the cable pair to be removed in accordance with Appendix D.
- 4.2.3. CenturyTel agrees to offer NIDs for lease to **CLEC but not for sale. **CLEC may remove CenturyTel identification from any NID which it connects to a **CLEC loop, but **CLEC may not place its own identification on such NID. Rates for the NID are reflected in Appendix D, along with associated non-recurring charges.
- 4.2.4. CenturyTel Loop elements leased by **CLEC will be required to terminate only on a CenturyTel NID. If **CLEC, when leasing a CenturyTel Loop wants to utilize a **CLEC or third party NID, they will also lease a CenturyTel NID for the direct loop termination and

effect a NID to NID connection. Rates for the Loop and NID are reflected in Appendix D, along with associated non-recurring charges.

4.3. NID to NID Connection.

Rather than connecting its loop directly to CenturyTel's NID, **CLEC may also elect to install its own NID and effect a NID to NID connection to gain access to the end-user's inside wiring.

4.3.1. If **CLEC provides its own loop facilities, it may elect to move all inside wire terminated on a CenturyTel NID to one provided by **CLEC. In this instance, a NID to NID connection will not be required. **CLEC, or the end-user premise owner, can elect to leave the CenturyTel disconnected NID in place, or to remove the CenturyTel NID from the premise and dispose of it entirely.

4.4. Intentionally Left Blank.

4.5. Maintenance.

When **CLEC provides its own loop and connects directly to CenturyTel's NID, CenturyTel does not have the capability to perform remote maintenance. **CLEC can perform routine maintenance via its loop and inform CenturyTel once the trouble has been isolated to the NID and CenturyTel will repair (or replace) the NID, or, at **CLEC's option, it can make a NID to NID connection, using the CenturyTel NID only to gain access to the inside wire at the customer location.

4.6. Collocation Requirement.

When **CLEC purchases a CenturyTel NID as a stand-alone unbundled element, a collocation arrangement is not required.

5. Loop Elements.

5.1. Service Description.

A "Loop" is as defined in Applicable Law and the terms of this Agreement. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or its equivalent, in a CenturyTel end office or Wire Center to and including a demarcation or connector block in/at a subscriber's premises.

5.2. Categories of Loops.

5.2.1. "2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately

300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility may also include carrier derived facility components (i.e., pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local dial tone services. CenturyTel will comply with Commission modem speed requirements and any other essential service requirement. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

- 5.2.2. “4-Wire Analog Loop” conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. CenturyTel will comply with Commission modem speed requirements and any other essential service requirement. In addition, CenturyTel does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.
- 5.2.3. “2-Wire Digital Loop” is a transmission facility capable of transporting digital signals up to 160 kbps, with no greater loss than 38 db. end-to-end, measured at 40 kHz without midspan repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). In addition, 2-wire digital loops, dependent on loop make-up, may be configured to support Enhanced Copper Technologies (ECT’s), such as ADSL. When utilizing ADSL technology, **CLEC is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.
- 5.2.4. “4-Wire Digital Loop” is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 MBPS. Dependent on loop length, this facility may require midspan repeaters. When a 4-wire digital loop is used by **CLEC to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz. should be less than 34 db. The DC resistance of a single wire pair should not exceed 1100 ohms. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.
- 5.2.5. “DS-1” loops will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters

where required, office terminating repeaters, and DSX cross connects. Rates are as reflected in Appendix D, including non-recurring charges.

5.2.6. “DS-3” loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end. Rates are as reflected in Appendix D, including non-recurring charges.

5.3. Categories of Loop UNEs Provisioned Over Copper, Hybrid and Stand-Alone Fiber Loops.

There are four categories of unbundled loop UNEs: Voice Grade, DS1, DS3 and Dark Fiber:

- (a) Voice Grade loop UNEs will be provided over Copper or Hybrid loops. These UNEs will provide the equivalent of a DSO (i.e., 64 kbps) channel using TDM technology.
- (b) DS-1 loop UNEs will be provided over Hybrid loops that use TDM or HDSL electronics. DS-1 loops will support a digital transmission rate of 1.544 Mbps. DS-1 loops do not include channels provisioned over non-TDM electronics, such as those deploying frame, cell, or packet technologies. Rates are as reflected in Appendix D, including non-recurring charges.
- (c) DS-3 loop UNEs will be provided over Hybrid loops that use TDM or HDSL electronics. DS-1 loops will support a digital transmission rate of 44.736 Mbps. DS-1 loops do not include channels provisioned over non-TDM electronics, such as those deploying frame, cell, or packet technologies. Rates are as reflected in Appendix D, including non-recurring charges.
- (d) Dark Fiber loop UNEs are unused optical transmission facilities, without attached signal regeneration, multiplexing, aggregation or other electronics, from business customer’s premises connected via a cross connect to the demarcation point associated with ****CLEC’s Collocation space in CenturyTel’s Central office. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. CenturyTel will not provide line terminating elements, regeneration or other electronics necessary for ****CLEC to utilize Dark Fiber Loops. Rates are as reflected in Appendix D, including non-recurring charges.
- (e) CenturyTel shall make available the Dark Fiber loop UNE where it exists in CenturyTel’s network and where, as a result of future building or deployment, it becomes available.

5.4. Conditioned Loops.

**CLEC may also require that the analog loops ordered above be conditioned in order for them to provide the end user service. Examples of this type of conditioning are: Type C, Type DA, and Improved C. The price for such conditioning shall be the applicable charge as provided in Appendix D.

5.4.1. Upon **CLEC request and where available, digital loops may be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL service without additional conditioning. Additional charges (e.g., Mid-span Repeaters) may apply for these digital loops.

5.5. Loop Testing.

5.5.1. CenturyTel will not perform routine testing of the unbundled loop for maintenance purposes. **CLEC will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. CenturyTel will perform repair and maintenance once trouble is identified by **CLEC.

5.5.2. All Loop facilities furnished by CenturyTel on the premises of **CLEC's end-users and up to the network interface or functional equivalent are the property of CenturyTel. CenturyTel must have access to all such facilities for network management purposes. CenturyTel employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon authorized termination or cancellation of the Loop facility, to remove such facility.

5.5.3. CenturyTel will provide loop transmission characteristics to **CLEC end-users which are equal to those provided to CenturyTel end-users.

5.5.4. If **CLEC leases loops which are conditioned to transmit digital signals, as a part of that conditioning, CenturyTel will test the loop and provide recorded test results to **CLEC. In maintenance and repair cases, if loop tests are taken, CenturyTel will provide such readings to **CLEC to itself and its end-users, and third parties.

5.6. Pair Gain Technologies.

CenturyTel shall provide **CLEC unbundled loops where Currently Available. Where CenturyTel utilizes pair gain technology to provision facilities, including Integrated Digital Loop Carrier (IDLC) or analog carrier, CenturyTel may not be able to provision an unbundled loop. CenturyTel will, where technically feasible, provision an unbundled loop using pair gain technology, the capabilities of such unbundled loop may be limited to what CenturyTel provisions. If an ordered

unbundled loop using pair gain technology does not meet **CLEC's requirements, CenturyTel will use alternate facilities to provision the unbundled loop. If alternate facilities are not Currently Available or do not meet **CLEC requirements, CenturyTel will advise **CLEC that facilities are not available to provision the requested unbundled loop. **CLEC may use the Bona Fide Request (BFR) process specified in Article VII of this Agreement to request CenturyTel to construct additional facilities at **CLEC expense.

5.6.1. CenturyTel will permit **CLEC to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements **CLEC maintains at a CenturyTel Wire Center for the purpose of accessing unbundled Loop elements.

5.7. Unbundled Loop Facility Qualification.

If **CLEC plans to deploy service enhancing technologies (e.g., ADSL, HDSL, ISDN, etc.) over unbundled copper loops that would foreseeably potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, **CLEC is responsible for notifying CenturyTel of its intent. CenturyTel will determine if there are any existing or planned service enhancing technologies deployed within the same cable sheath that would be interfered with if **CLEC deployed the proposed technology. If there are existing service enhancing technologies deployed or in the process of being deployed by CenturyTel or other **CLECs that would be unreasonably degraded, or if CenturyTel has existing near term plans (within 6 months of the date of facility qualification) to deploy such technology, CenturyTel will so advise **CLEC and **CLEC shall not be permitted to deploy such service enhancing technology. If **CLEC disagrees with CenturyTel's determination, the Parties will jointly review the basis for CenturyTel's decision and attempt to mutually resolve the disagreement. Should the Parties be unable to resolve the disagreement through the normal course of business, either Party may invoke the Dispute Resolution provisions of this Agreement.

5.7.1. A **CLEC order for an unbundled digital loop, that provides the industry standard codes indicating the type of service to be deployed on the unbundled digital loop, shall constitute notification to CenturyTel. CenturyTel will perform the loop qualification as part of the ordering process and no additional charges will apply.

5.7.2. If **CLEC orders an unbundled analog loop, and plans to deploy service enhancing technologies on the unbundled analog loop, notification must be provided separately and apart from the ordering process. CenturyTel will perform the loop qualification, however, additional charges may apply.

5.7.3. If **CLEC fails to notify CenturyTel of its plans to deploy service enhancing technology over an unbundled analog voice grade loop or **CLEC fails to properly order an unbundled digital loop and obtain prior qualification from CenturyTel for the facilities, and, **CLEC's deployment of such technology is determined to have caused unreasonable interference with existing service enhancing technologies deployed by CenturyTel or other **CLECs in the same cable sheath, CenturyTel will notify **CLEC and **CLEC will, without delay, take action to remediate such interference.

5.8. Unbundled Loop Facility Compatibility.

Provided **CLEC is on notice, pursuant to Section 5.6 of this Article or otherwise, of the service enhancing copper cable technology deployed on an unbundled copper loop, CenturyTel will not deploy service enhancing copper cable technologies within the same cable sheath that will be incompatible with **CLEC technology or service. Should CenturyTel's deployment of such technology be determined to have caused unreasonable interference with existing service enhancing technologies deployed or services provided by **CLEC or its affiliates in or through the same cable sheath, **CLEC will notify CenturyTel and CenturyTel will, without delay, take action to remediate such interference.

5.9. Subloops.

5.9.1. CenturyTel will provide as separate items the loop distribution, loop concentrator and loop feeder.

5.9.2. CenturyTel will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by CenturyTel and **CLEC. Such loop access facilities will be designed and constructed in accordance with the requirements of Applicable Law.

5.9.3. Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by CenturyTel and **CLEC. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of provided advanced and/or digital services.

6. Port and Local Switching Elements

Not included as part of this Agreement. Upon request of **CLEC, the terms and conditions for access to Port and Local Switching Elements will be negotiated by the Parties.

7. Transport Elements

7.1. Shared Transport.

Shared Transport (also known as Common Transport) is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end-user dialed digits and routes the call over a Shared Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end-user (CenturyTel end-user or **CLEC end-user), and are referred to as “Shared Transport Facilities.”

- 7.1.1. Many calls riding shared transport facilities will also be switched by CenturyTel’s access tandem. This tandem switching function is included as a rate component of Shared Transport, as set forth in Appendix A.
- 7.1.2. The rating of Shared Transport is based upon the duration of a voice grade (or DSO) call on CenturyTel’s network. Shared Transport is comprised of three billing components: (1) Transport Facility per ALM (usage and distance sensitive); (2) Transport Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is implemented for generating AMA recordings that identify tandem routed local calls, the parties will use a Shared Transport composite rate using the Tandem Switching rate, two (2) terminations, and an assumed Facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.
- 7.1.3. CenturyTel’s responsible for the sizing of the Shared Transport network. All analysis, engineering, and trunk augmentations to Common Transport Trunk Groups will be the sole responsibility of CenturyTel. To ensure that the network is appropriately sized, CenturyTel may request traffic forecasts from the **CLEC requesting unbundled local switching. These forecasts must be provided to CenturyTel on a quarterly basis, with a 12 month outlook.
- 7.1.4. CenturyTel provides shared transport between CenturyTel end offices or between a CenturyTel end office and the IP of a connecting telecommunications company. Shared transport will include tandem switching if CenturyTel’s standard network configuration includes tandem routing for traffic between these points.

7.2. Dedicated Transport.

Dedicated Transport is transmission facilities, including all Technically Feasible capacity related services including, but not limited to, DS1, DS3, and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by CenturyTel or requesting telecommunications carriers. Dedicated Transport may extend, for example, between two CenturyTel switches or from a CenturyTel switch to a **CLEC switch or location. In providing Dedicated Transport, CenturyTel shall provide **CLEC with exclusive use of all technically feasible facilities, features, functions, and capabilities, and shall do so on a non-discriminatory basis.

- 7.2.1. **CLEC Dedicated Transport is the dedicated transport facility connecting the CenturyTel switch. The Customer Designated Location (CDL) will be the designated location where the **CLEC's physical network begins.
- 7.2.2. This UNE includes the equipment required to terminate the interoffice facility within requesting **CLEC's CDL and within the CenturyTel Serving Wire Center (SWC). The product also includes the transport facility between the two locations. **CLEC Dedicated Transport is a dedicated UNE which has no switching components. **CLEC Dedicated Transport can be purchased in bandwidth increments of DSO, DS1, DS3, and OCn, at rates outlined in Appendix D.
- 7.2.3. **CLEC Dedicated Transport consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements that vary by bandwidth.
- 7.2.4. Interoffice Dedicated Transport is the Dedicated Transport facility connecting two CenturyTel SWCs or offices. Interoffice Dedicated Transport excludes the facilities between the Serving Wire Center (SWC) and the CDL. Interoffice Dedicated Transport is a dedicated UNE which has no switching components. Interoffice Dedicated Transport can be purchased at the bandwidth levels of DSO, DS1, DS3 and OCn, at rates outlined in Appendix D.
- 7.2.5. The price of the Interoffice Dedicated Transport UNE varies with the bandwidth purchased and consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility per ALM (monthly recurring) and Transport Termination (per end, monthly recurring). **CLEC may also require that the Dedicated Transport element ordered be conditioned with DS1 Clear Channel Capability. The price for DS1 Clear Channel Capability shall be the applicable charge as provided in Appendix D.

7.3. Dark Fiber Transport.

7.3.1. Fiber Transport is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics, used to provide transport of Qualifying Services between designated CenturyTel switches or central offices. The Dark Fiber Transport may be strands of optical fiber existing in aerial or underground structure. This UNE is subject to the BFR Process of this Agreement and, if available on mutually agreeable terms following the BFR Process, will be provided under the terms of an Amendment to this Agreement.

8. Line Sharing and Line Splitting

8.1. CenturyTel will provide Line Sharing under this Agreement, in accordance with all Applicable Law, at the rates set forth in this Agreement.

8.2. CenturyTel shall provision Line Splitting arrangements under the Agreement pursuant to Applicable Law. CenturyTel shall enable **CLEC to engage in line splitting using a splitter collocated at the Central Office. A “Splitter” is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted. Splitters will be provided by **CLEC, and installed by **CLEC in **CLEC’s physical collocation space or installed and maintained by CenturyTel in a common area on racks leased by the **CLEC.

8.2.1. There are two wiring configurations associated with the DSLAMS installed in **CLEC’s physical collocation space:

8.2.1.1. the DSLAM is direct wired to the POTS Splitter; and

8.2.1.2. the DSLAM is direct wired to the MDF.

8.3. CenturyTel’s obligation to provide **CLEC with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network element pursuant to Applicable Law.

8.4. CenturyTel shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

8.5. **CLEC may, at its option, utilize the LSR process to order line splitting.

9. Multiplexing UNE

Multiplexing (or Channelization) provides the capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) Loop or collocation cross-connect to be multiplexed or channelized at a CenturyTel central office. Channelization may be offered with both the high and low speed sides to be connected to collocation. Channelization may be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system at the discretion of CenturyTel. Once Multiplexing has been installed, **CLEC may request channel activation on an as-needed basis and CenturyTel shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. The price for Multiplexing shall be the applicable charge as provided in the Appendix D.

10. Combinations of UNEs.

10.1. CenturyTel will provide **CLEC with combinations of UNEs upon request, and will convert existing services to combinations of unbundled Loop and Transport UN Es, in accordance with Applicable Law. There are no qualification or certification requirements in connection with such access or conversion. The rate for any such combinations shall be the sum of the individual element rates contained in Appendix D.

10.2. **CLEC may commingle traffic carried over the Loop/Transport combination with services obtained from a CenturyTel tariff. Notwithstanding any other provision of the Agreement or any CenturyTel tariff, CenturyTel shall permit **CLEC to commingle a UNE or Combination or Declassified Network Elements with wholesale services obtained from CenturyTel, and to also convert wholesale services to a UNE or Combination. Commingling is defined as set forth in FCC Rule 51.5. CenturyTel shall, upon request of **CLEC, perform the functions necessary to commingle a UNE or Combination with one or more facilities or services or inputs that **CLEC has obtained at wholesale from CenturyTel. CenturyTel shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon **CLEC.

10.2.1. The rates, terms and conditions of the applicable access tariff will apply to wholesale services, and the rates, terms and conditions of this Agreement will apply to UNEs or Combinations of Network Elements as set forth in Appendix D to this Agreement. "Ratcheting," as that term is defined by the FCC, shall not be required.

10.2.2. CenturyTel shall cooperate fully with **CLEC to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede **CLEC's ability to implement new Commingled arrangements and convert existing arrangements to Commingled arrangements in a timely and efficient manner and in a manner that does not affect service quality, availability, or performance from the end user's perspective. For the

avoidance of doubt, CenturyTel acknowledges and agrees that the language of this Agreement complies with and satisfies the requirements of CenturyTel's wholesale and access tariffs with respect to Commingling. CenturyTel shall not change its wholesale and access tariffs in any fashion that impacts the availability or provision of Commingling under this Agreement, unless CenturyTel and **CLEC have amended this Agreement in advance to address CenturyTel's proposed tariff changes

11. SS7 Transport and Signaling.

Intentionally Left Blank.

12. Bona Fide Request Process.

12.1. Intent.

The Bona Fide Request (BFR) process is intended to be used when the terms and conditions for services, features, capabilities or functionalities requested by **CLEC have not been previously defined and agreed upon by the Parties.

12.2. Process.

12.2.1. A BFR shall be submitted in writing by **CLEC and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications as may be necessary to clearly define the request and provide CenturyTel with sufficient information to analyze and prepare a response.

12.2.2. **CLEC may cancel a BFR in writing at any time prior to **CLEC and CenturyTel agreeing to price and availability. CenturyTel will then cease analysis of the request.

12.2.3. Within five (5) Business Days of its receipt, CenturyTel shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.

12.2.4. Except under extraordinary circumstances, within Forty-Five (45) Business Days of its receipt of a BFR, CenturyTel shall provide a proposed price and availability date, or it will provide an explanation as to why CenturyTel elects can not to meet **CLEC's request. If extraordinary circumstances prevail, CenturyTel will inform **CLEC as soon as it realizes that it cannot meet the Forty-Five (45) Business Day response due date for CenturyTel to provide its response will be extended by ten (10) days, with additional extensions as agreed to by **CLEC in writing.

- 12.2.5. Unless **CLEC agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by **CLEC, in accordance with the applicable provisions of the Agreement.
- 12.2.6. Upon affirmative response from CenturyTel, **CLEC will submit in writing its acceptance or rejection of CenturyTel's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request CenturyTel agrees to meet, the Dispute resolution procedures described in Article III herein may be invoked by either Party.

ARTICLE VIII

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Misdirected Calls.

The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

- 1.1. To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 1.2. For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.
- 1.3. 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-users or to market services.

2. 911/E-911 Arrangements.

The following Article VIII, Section 2 is applicable only where CenturyTel is the primary service provider of 911/E-911 service and responsible for coordinating and provisioning 911/E-911 service with the appropriate governmental agency, and **CLEC is providing local dial tone service.

2.1. Description of Service.

When requested by the primary service provider, **CLEC will install from each of its host central office switches a minimum of two (2) dedicated trunks to CenturyTel's 911/E-911 selective routers (i.e., 911 tandem offices) that serve the areas in which **CLEC provides Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Point (PSAP). The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multi-frequency (MF) tones that will deliver ANI with the voice portion of the call. CenturyTel will provide **CLEC with the appropriate CLLI (Common Language Location Identifier) Codes and specifications of the tandem office serving area or the location of the primary Public Safety Answering Point (PSAP) when there is no 911 routing in that 911 district. If a **CLEC central office serves end-users in an area served by more than one (1) CenturyTel 911/E-911 selective router, **CLEC will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E-911 selective routers or primary PSAP. CenturyTel will be

responsible for coordinating, provisioning and ordering any dedicated trunks for 911/E-911 service.

2.2. Transport.

If CenturyTel desires to obtain transport from **CLEC to the **CLEC host central office switch, CenturyTel may purchase such transport from **CLEC. Rates will be defined as part of a separate compensation agreement between **CLEC and CenturyTel.

2.3. Cooperation and Level of Performance.

The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end-user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of **CLEC's systems to the 911/E-911 platforms, with a level of performance that will provide the same grade of service as that which CenturyTel provides to its own end-users.

2.4. Basic 911 and E-911 General Requirements.

2.4.1. Basic 911 and E-911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).

2.4.2. Where CenturyTel has a 911 selective router installed in the network serving the 911 district, CenturyTel shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the PSAP responsible for the caller's location.

2.4.3. All requirements for E-911 also apply to the use of SS7, where available, as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.

2.4.4. Basic 911 and E-911 functions provided to **CLEC shall be at least at parity with the support and services that CenturyTel provides to its subscribers for such similar functionality.

2.4.5. Basic 911 and E-911 access from Local Switching shall be provided to **CLEC in accordance with the following:

2.4.5.1. CenturyTel and **CLEC shall conform to all state regulations concerning emergency services.

2.4.5.2. For E-911, both **CLEC and CenturyTel shall use their respective service order processes to update access line subscriber data for transmission to the database

management systems. Validation will be done via Master Street Address guide (MSAG) comparison listed in Section 2.4.5.5.

2.4.5.3. If legally required by the appropriate jurisdiction, CenturyTel shall provide or overflow 911 traffic to be routed to CenturyTel operator services or, at **CLEC's discretion, directly to **CLEC operator services.

2.4.5.4. Basic 911 and E-911 access from the **CLEC local switch shall be provided from CenturyTel to **CLEC in accordance with the following:

2.4.5.4.1. In government jurisdictions where CenturyTel has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "primary service provider"), **CLEC shall participate in the provision of the 911 System as follows:

8.2.4.5.4.1.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.

8.2.4.5.4.1.2 **CLEC and CenturyTel recognize that the primary service provider in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that primary service provider. **CLEC and CenturyTel will be responsible for correcting errors when notified by

either the 911 district or its customer, and then submitting the corrections to the primary service provider. Primary service provider database responsibilities are covered in Section 2.4.5.5 of this Article.

8.2.4.5.4.1.3 **CLEC shall have the right to verify the accuracy of information regarding **CLEC customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.

2.4.5.4.2. If a third party is the primary service provider to a 911 district, **CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and **CLEC are totally separate from this Agreement and CenturyTel makes no representations on behalf of the third party.

2.4.5.4.3. If **CLEC or Affiliate is the primary service provider to a 911 district, **CLEC and CenturyTel shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

2.4.5.4.4. Interconnection and database access shall be at rates as set forth in Appendix E.

2.4.5.4.5. CenturyTel shall comply with established, competitively neutral intervals for

installation of facilities, including any collocation facilities, diversity requirements, etc.

2.4.5.4.6. In a resale situation, where it may be appropriate for CenturyTel to update the ALI database, CenturyTel shall update such database with **CLEC data in an interval no less than is experienced by CenturyTel subscribers, or than for other carriers, whichever is faster, at no additional cost.

2.4.5.5. The following are Basic 911 and E-911 Database Requirements:

2.4.5.5.1. The ALI database shall be managed by CenturyTel, but is the property of CenturyTel and any participating LEC or **CLEC which provides their records to CenturyTel.

2.4.5.5.2. Copies of the MSAG shall be provided within five (5) Business Days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix E.

2.4.5.5.3. **CLEC shall be solely responsible for providing **CLEC database records to CenturyTel for inclusion in CenturyTel's ALI database on a timely basis.

2.4.5.5.4. CenturyTel and **CLEC shall arrange for the automated input and periodic updating of the E-911 database information related to **CLEC end-users. CenturyTel shall work cooperatively with **CLEC to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). CenturyTel shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version format as defined by the primary service provider.

- 2.4.5.5.5. **CLEC shall assign an E-911 database coordinator charged with the responsibility of forwarding **CLEC end-user ALI record information to CenturyTel or via a third party entity, charged with the responsibility of ALI record transfer. **CLEC assumes all responsibility for the accuracy of the data that **CLEC provides to CenturyTel.
 - 2.4.5.5.6. CenturyTel shall update the database within one (1) Business Day of receiving the data from **CLEC. If CenturyTel detects an error in the **CLEC provided data, the data shall be returned to **CLEC within one day from when it was provided to CenturyTel. **CLEC shall respond to requests from CenturyTel to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.
 - 2.4.5.5.7. CenturyTel agrees to treat all data on **CLEC subscribers provided under this Agreement as strictly confidential and to use data on **CLEC subscribers only for the purpose of providing E-911 services.
 - 2.4.5.5.8. CenturyTel shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from **CLEC. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for **CLEC is “[to be provided]”; the NENA Carrier Code for CenturyTel is [to be provided]”.
- 2.4.6. CenturyTel and **CLEC will comply with the following requirements for network performance, maintenance and trouble notification.
- 2.4.6.1. Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by

CenturyTel for trunks between the selective router and all associated PSAPs.

2.4.6.2. Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.

2.4.6.3. CenturyTel shall notify **CLEC forty-eight (48) hours in advance of any scheduled testing or maintenance affecting **CLEC 911 service. CenturyTel shall provide notification as soon as possible of any unscheduled outage affecting **CLEC 911 service.

2.4.6.4. All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

2.4.7. Basic 911 and E-911 Additional Requirements.

2.4.7.1. **CLEC and CenturyTel shall be responsible for reporting all errors, defects and malfunctions to one another. CenturyTel and **CLEC shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

2.4.7.2. **CLEC may enter into subcontracts with third parties, including **CLEC Affiliates, for the performance of any of **CLEC's duties and obligations stated herein.

2.4.7.3. Where CenturyTel is the primary service provider, CenturyTel shall provide **CLEC with notification of any pending selective router moves within at least ninety (90) days in advance.

2.4.7.4. Where CenturyTel is the primary service provider, CenturyTel shall establish a process for the management of Numbering Plan Area (NPA) splits by populating the ALI database with the appropriate new NPA codes.

2.4.7.5. Where CenturyTel is the primary service provider, CenturyTel shall provide the ability for **CLEC to update the 911 database with end-user information for lines that have been ported via INP or LNP.

- 2.5. Basic 911 and E-911 Information Exchanges and interfaces. Where CenturyTel is the primary service provider:
 - 2.5.1. CenturyTel and **CLEC shall arrange for the automated input and periodic updating of the E-911 database information related to **CLEC end-users. CenturyTel shall work cooperatively with **CLEC to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). CenturyTel shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version format as defined by the primary service provider.
 - 2.5.2. Updates to MSAG. Upon receipt of an error recording a **CLEC subscriber's address from CenturyTel, and where CenturyTel is the primary service provider, it shall be the responsibility of **CLEC to ensure that the address of each of its end-users is included in the Master Street Address Guide (MSAG) via information provided on **CLEC's LSR or via a separate feed established by **CLEC pursuant to Section 2.4.5.7 of this Article.
 - 2.5.3. The ALI database shall be managed by CenturyTel, but is the property of CenturyTel and all participating telephone companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for **CLEC subscriber shall meet industry standards.
- 2.6. Compensation.
 - 2.6.1. For states where CenturyTel bills and keeps the 9-1-1 surcharges, **CLEC will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to CenturyTel. Payments to CenturyTel are due within thirty (30) days of **CLEC's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment as a separate line item in the remittance documentation. CenturyTel will work with the government agency to include **CLEC in the 911/E-911 government agency agreement as soon as possible. CenturyTel will seek to update network costs with the government agency on an annual basis for any new local exchange carriers since the date of the original 911/E-911 agreement.
 - 2.6.2. Should the 9-1-1 surcharge fee change, CenturyTel will promptly inform **CLEC of that change so that **CLEC may conform to the new rate(s).

3. Telephone Relay Service.

Local and intraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, **CLEC's end-users will have access to the state authorized TRS provider to the extent required by the Commission, including any applicable compensation surcharges.

4. Directory Listings and Directory Distribution.

4.1. Directory Listings and Directory Distribution for **CLEC's Resale Customers.

If **CLEC wishes to employ CenturyTel for provisioning of directory listings and directory distribution services for **CLEC's Resale Customers, such services will be provided pursuant to the terms set forth below and at a cost to be agreed upon by CenturyTel and **CLEC. To the extent any aspects of such services are not addressed below, **CLEC will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with CenturyTel's publication company.

While CenturyTel reserves all existing rights to Reseller's listings, Reseller may, at Reseller's option, negotiate a separate agreement for directory listings and directory distribution with CenturyTel's publication company.

4.2. Listings.

**CLEC agrees to supply CenturyTel on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listings information for **CLEC's Resale Customers who wish to be listed in any CenturyTel published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code), telephone numbers, and the Resale Customer's desired Yellow Pages classified heading. Nothing in this Agreement shall require CenturyTel to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with CenturyTel's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as CenturyTel's listings.

4.3. Distribution.

Upon directory publication, CenturyTel will arrange for the initial distribution of the directory to listed Resale Customers in the directory coverage area.

**CLEC will supply CenturyTel in a timely manner with all required Resale Customers mailing information including non-listed and non-published Resale

Customers mailing information, to enable CenturyTel to perform its distribution responsibilities.

4.4. Directory Listings and Directory Distribution for **CLEC's Non-Resale Customers.

If **CLEC wants CenturyTel for Directory Publication, **CLEC will be required to negotiate a separate agreement for directory listings and directory distribution with CenturyTel's publication company

5. Busy Line Verification and Busy Line Verification Interrupt.

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end-users. Each Party shall route BLV and BLVI inquiries over separate inward OS trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.

6. Master Street Address Guide (SAG).

CenturyTel will provide to **CLEC upon request the Master Street Address Guide at a reasonable charge. Two companion files will be provided with the MSAG which lists all services and features at all end offices, and lists services and features that are available in a specific end office.

7. Dialing Format Changes.

CenturyTel will provide reasonable notification to **CLEC of changes to local dialing format, i.e., 7 to 10 digit, by end office.

8. Transfer of Service Announcement.

When an end user customer transfers service from CenturyTel to **CLEC, or **CLEC to CenturyTel, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer. The length of time the announcement is provided will be the same as it provides the announcement for its own customers.

9. Information Services:

Each party shall route traffic for Information Services (i.e., 900-976, Internet, weather lines, sports providers, etc.), which originates on its network to the appropriate

Information Service Platform. In the event CenturyTel performs switching of ISP traffic associated with resale for **CLEC, CenturyTel shall provide to **CLEC the same call detail records that CenturyTel records for its own end-users, so as to allow **CLEC to bill its end-users, CenturyTel shall not be responsible or liable to **CLEC or the ISP for Billing and Collection and/or any receivables of Information Service Providers.

ARTICLE IX

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

To the extent required by the Act and Applicable Law, CenturyTel and **CLEC shall each afford to the other access to the poles, ducts, conduits and Rights Of Way (ROW) it owns or controls on terms, conditions and prices comparable to those offered to any other entity or contained in each Party's tariffs and/or standard agreements. Upon request, CenturyTel will provide to **CLEC copies of agreements, executed with other entities, including any license agreements, memoranda or understanding and the like. Accordingly, if CenturyTel and **CLEC desire access to the other Party's poles, ducts, or ROWs, CenturyTel and **CLEC shall execute pole attachment and conduit occupancy agreements. **CLEC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to CenturyTel facilities or uses CenturyTel's conduit to the extent that the terms are not otherwise provided for in this Agreement. Unauthorized attachments or use of conduit will be a breach of this agreement.

ARTICLE X
SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon execution by both Parties.

CenturyTel of Missouri LLC
Spectra Communications LLC

**CLEC

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____