

-----Original Message-----

From: Dayna Garvin [mailto:dayna.garvin@mci.com]  
Sent: Friday, June 11, 2004 12:23 PM  
To: Guy Miller  
Cc: Calvin Simshaw; Susan Smith; john.anderson@mci.com; 'James L. Prokop'; 'john.monroe'; 'Doan T Huynh'; 'Peter H. Reynolds'  
Subject: RE: Section 14.1 response letter  
Importance: High

Guy,

We are anxious to start the provisioning of our trunk orders. Having reduced the number of trunks at the tandem and determining appropriate additional end office trunk requirements, our provisioning organization has placed orders with CenturyTel which I believe, we both agree meet the contract terms.

MCI is reviewing the terms of the COBRA contract signed last year but is still anxious to start the provisioning process, in MO. Is it possible for us to move forward, with a PLU, as was suggested by CenturyTel? Our negotiations will begin on the 22nd of June, and this avenue of a PLU would help us to start moving the "local" traffic.

Dayna Garvin

925-824-2078

VNET 424-2078

Pgr: 1888-503-3637

-----Original Message-----

From: Guy Miller [mailto:guy.miller@CenturyTel.com]  
Sent: Friday, June 11, 2004 2:39 PM  
To: dayna.garvin@mci.com  
Cc: Calvin Simshaw; Susan Smith; john.anderson@mci.com; James L. Prokop;  
john.monroe; Doan T Huynh; Peter H. Reynolds  
Subject: RE: Section 14.1 response letter

Dana-

I believe that the heart of the dispute is that the provisioning of these trunks still does not comply with all terms of the agreement that MCI signed and that is the purpose of the dispute resolution meeting that you requested.

However, as a good will gesture, yes, CenturyTel would be willing to install the number of trunks limited by agreement terms with an associated PLU. Since MCI has admitted that it has no customers who are physically located within the CenturyTel local calling area, there will be no locally terminating calls on these trunks and the initial PLU would be set at 0 (zero).

In addition, if your orders are disconnecting, porting or otherwise modifying the existing COBRA PRIs purchased from CenturyTel under the MSA and COBRA Schedule signed by MCI and CenturyTel last fall, such an order will automatically trigger termination of said MSA and COBRA Schedule and will result in simultaneous disconnection of all the included COBRA circuits-

State  
City  
Port Quantity

WI  
Seymour

276

WI  
Holmen  
710

WI  
Denmark  
237

AR  
Jacksonville  
852

MO  
Branson  
990

MO  
Columbia

970

MO  
O'Fallon  
2793

AL  
Daleville  
1326

AL  
Dothan  
1704

Please confirm that you wish CenturyTel to proceed with these arrangements as provided for by the terms of the relevant agreements.

Guy Miller  
Divisional Vice President- Carrier Relations  
CenturyTel Service Group  
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From the Master Services Agreement:

4. Termination.

4.1 Either party may terminate this Agreement ...

(a) if the other party fails to ... comply with any material provision of this Agreement, including without limitation any Service Schedule issued hereunder;

4.3 Termination of this Agreement shall effect the termination of all Service Schedules issued hereunder.

20. Entire Agreement. This Agreement (including all Services Schedules issued hereunder and any applicable tariff provisions identified therein) shall constitute the complete, final, and exclusive statement of the terms of the agreement between Vendor and MCI regarding the subject matter hereof, and shall supersede all prior or contemporaneous written or oral representations, understandings, and communications relating thereto. The terms and conditions of this Agreement shall not be varied, supplemented, waived, qualified, modified, or interpreted by any prior or subsequent course of dealing between the parties, failure, or delay to enforce any rights hereunder, or by any usage of trade or manner other than by a subsequent writing signed by authorized representatives of both parties. Neither party shall be bound by any pre-printed terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices, or other communications.

From the COBRA SCHEDULE

C. 1. ... MCI may not add new ports under this agreement nor may MCI disconnect any ports other than those agreed to in advance by CenturyTel.

H. Applicable Tariffs.

1. The parties acknowledge that... any published tariffs applicable to the COBRA Services will be superceded by the terms of this agreement ...

-----Original Message-----

From: Guy Miller [mailto:guy.miller@CenturyTel.com]  
Sent: Tuesday, June 15, 2004 5:18 AM  
To: dayna.garvin@mci.com  
Cc: Calvin Simshaw; Susan Smith; john.anderson@mci.com; James L. Prokop;  
john.monroe; Doan T Huynh; Peter H. Reynolds; Grieco, Donato A; Dylenski, Jamie  
L.; Diddle, James F.  
Subject: RE: Section 14.1 response letter

Dayna-

I am sorry but your response did not clearly signify what you want me to do in response to your request and CTL's goodwill offer to permit the processing of orders that are currently in dispute. It appears from your emails that MCI wants the following-

- 1) CTL will accept and process MCI's orders for 240 tandem interconnection trunks with an initial PLU of zero (0).
- 2) MCI is not terminating, porting or otherwise touching the any COBRA PRI circuits and CTL will continue to provide and bill for all circuits pursuant to existing MSA and COBRA Schedule.

If this is what you want, the acceptable reply to me is "Yes, MCI agrees and wants CTL to proceed as stated in your email."

If a response is returned to me that has any other verbiage, I can only assume that MCI does not agree and rejects CTL's goodwill offer. If such is the case, I am content to await the conclusion and result of the in-progress dispute resolution process.

Guy Miller  
Divisional Vice President- Carrier Relations  
CenturyTel Service Group

-----Original Message-----

From: Dayna Garvin [mailto:dayna.garvin@mci.com]  
Sent: Monday, June 14, 2004 12:57 PM  
To: Guy Miller  
Cc: Calvin Simshaw; Susan Smith; john.anderson@mci.com; 'James L. Prokop';  
'john.monroe'; 'Doan T Huynh'; 'Peter H. Reynolds'; 'Grieco, Donato A';  
'Dylenski, Jamie L.'; 'Diddle, James F.'  
Subject: RE: Section 14.1 response letter

Guy:

MCI has no intentions to alter the number of PRI ports we have with CenturyTel. We understand that should we intend to alter the schedule, we will provide CenturyTel with appropriate notice.

As stated earlier, we would like to continue with the process of implementing our interconnection trunk arrangements. Our network planning and provisioning organizations are ready to work through the installation issues with CenturyTel.

We are anxious to move forward with our discussion of traffic types, next week.

Please let me know if you have further concerns regarding the installation of our interconnects.

Dayna

Dayna Garvin

925-824-2078

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Pgr: 1888-503-3637

-----Original Message-----

From: Susan Smith [mailto:susan.smith@CenturyTel.com]  
Sent: Tuesday, June 15, 2004 1:25 PM  
To: dayna.garvin@mci.com  
Subject: RE: Section 14.1 response letter

Dayna,

I have notified the ASR group. I will get back with you tomorrow on installation.

Thank you,

Susan

-----Original Message-----

From: Dayna Garvin [mailto:dayna.garvin@mci.com]  
Sent: Tuesday, June 15, 2004 2:49 PM  
To: Guy Miller  
Cc: Calvin Simshaw; Susan Smith; john.anderson@mci.com; 'James L. Prokop';  
'john.monroe'; 'Doan T Huynh'; 'Peter H. Reynolds'; 'Grieco, Donato A';  
'Dylenski, Jamie L.'; 'Diddle, James F.'; 'Vogel, Tim'  
Subject: RE: Section 14.1 response letter

Guy,

Yes, you are correct.

MCI seeks no changes to the existing COBRA arrangements. CTL will continue to provide and bill for all COBRA ports in accordance with current MSA and COBRA schedule.

Separately, MCI has submitted orders for 240 tandem interconnection trunks and wishes to have CTL being installing those trunks immediately. An initial PLU of 0% is acceptable to MCI.

Please do not hesitate to contact me if you have any questions.

Dayna

Dayna Garvin

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