

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

CENTURYTEL OF MISSOURI, LLC

AND

AURORA COMMUNICATIONS, INC

IN THE STATE OF

MISSOURI

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INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

PREFACE & RECITALS

This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is by and between CenturyTel of Missouri, LLC with its address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Aurora Communications, Inc. ("Aurora"), a certified provider of Basic Local Telecommunications Service, with its address for this Agreement at 214 Elm Street, Suite 101, Washington, MO 63090, (CenturyTel and AURORA 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 interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the 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 collocation of equipment in the 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 AURORA 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 AURORA of certain telecommunications services provided by CenturyTel in its franchise areas in the State for resale by AURORA, and the purchase by AURORA of certain Unbundled Network Elements from CenturyTel, and the terms and conditions of collocation of equipment of AURORA's in the premises of CenturyTel. This Agreement will be submitted to the Missouri Public Service Commission, (the "Commission") for approval pursuant to the Act and Applicable Law. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyTel's cost recovery covered in this Agreement. AURORA agrees to negotiate where appropriate reciprocal terms and conditions with CenturyTel based on this Agreement.

Some services and facilities to be provided to AURORA by CenturyTel in connection with this Agreement may be provided pursuant to CenturyTel tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement. This provision is provided solely for purposes of clarification, and will have no effect on AURORA's right or ability to purchase services and facilities from a 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 AURORA 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) with all such services being provided "as is."

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.

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 **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 collectibles and in collectibles as well as Carrier Access Billing System (CABS) records.

1.15 **Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other.

1.16 **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/Class 4).

1.17 **CenturyTel Service Guide**

The CenturyTel Service Guide, which contains CenturyTel's operating procedures for ordering, provisioning, trouble reporting and repair for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyTel Service Guide, which may be amended from time to time by CenturyTel as needed.

1.18 **CLASS**

CLASS is an acronym for Custom Local Area Signaling Services. It is based on the availability of common channel signaling. CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

1.19 **CLLI Codes**

Common Language Location Identifier Codes.

1.20 **Collocation**

An arrangement whereby a CLEC may place permitted equipment at CenturyTel's central offices for the purposes of interconnecting with CenturyTel facilities or accessing Unbundled Network Elements.

1.21 **Commission**

The State Public Service or Public Utilities Commission of Missouri.

1.22 **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.

1.23 **Competitive Local Exchange Carrier (CLEC)**

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

1.24 **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.

1.25 **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.

1.26 **Copper Loop**

A Copper Loop is a stand-alone local loop comprised entirely of wire or cable. A copper loop includes attached electronics using time division multiplexing technology, but does not include packet, cell or frame switching capabilities.

1.27 **CTOC or CenturyTel**

The CenturyTel Operating Company in the State that is a Party to this Agreement.

1.28 **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.

1.29 **Customer**

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

1.30 **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 basis.

1.31 **Dedicated Transport**

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Central Offices. Dedicated Transport may only extend between two Central Offices.

1.32 **Disconnect Supervision**

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

1.33 **DS-1**

A service carried at digital signal rate of 1.544 Mbps.

1.34 **DS-3**

A service carried at digital signal rate of 44.736 Mbps.

1.35 **Electronic File Transfer**

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

1.36 **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. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It usually includes selective routing.

1.37 **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.

1.38 **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.

1.39 **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 23.

1.40 **FCC**

The Federal Communications Commission.

1.41 **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 23).

1.42 **Hazardous Chemical**

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

1.43 **Hazardous Waste**

As described in the 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.

1.44 **HDSL Electronics**

High bit-rate digital subscriber line. A technology used to provide services of up to 1.536 Mbps of synchronous capacity over a four-wire loop of two copper pairs. HDSL is a common means by which ILECs provision DS1 services and unbundled network elements.

1.45 **Home Run Loop**

A facility connecting an end-user premise to the nearest CenturyTel Central Office that consists of a single, uninterrupted length of either copper or fiber cable. By definition, home run loops exclude hybrid fiber-copper loops or other loop facilities that are connected in a remote terminal located between the central office and the end-user premises.

1.46 **Hybrid Loop**

A hybrid loop is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

1.47 **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.

1.48 **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.

1.49 **Indirect Network Connection**

The interconnection of the Parties' networks for exchange of Local Traffic via a common or shared access tandem switch.

1.50 **Information Access Traffic**

Information Access Traffic, for the purpose of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Information Access Traffic is not Local Traffic unless the traffic is between an end-user and an ISP physically located in the same CenturyTel Local Calling Area. The term Information Access Traffic does not include transmission of voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol.

- 1.51 **Information Service Provider or "ISP"**
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.
- 1.52 **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.
- 1.53 **Interconnection Facility**
See "Internetwork Facilities".
- 1.54 **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.
- 1.55 **Interexchange Carrier (IXC)**
A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.56 **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.
- 1.57 **ISDN User Part (ISUP)**
A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.58 **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.
- 1.59 **Local Access and Transport Area (LATA)**
A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.
- 1.60 **Local Calling Area**
Local Calling Area includes the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel local exchange tariffs.

1.61 **Local Exchange Carrier (LEC)**

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

1.62 **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.

1.63 **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.

1.64 **Local Provider**

A carrier authorized to provide local telecommunications service in the State.

1.65 **Local Service Request (LSR)**

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.

1.66 **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 Calling Area. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic includes Information Access Traffic to the extent that the end user and the ISP are physically located in the same CenturyTel Local Calling Area.

1.67 **Loop Facility Charge**

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

1.68 **Main Distribution Frame (MDF)**

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

1.69 **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.

1.70 **Mid Span Fiber Meet**

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

1.71 **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.

1.72 **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-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

1.73 **Network Interface Device (NID)**

The NID is a cross-connect device used to connect loop facilities to Customer-owned inside wiring and serves as the point of demarcation between the end-user's inside wiring and CenturyTel's facilities.

1.74 **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.

1.75 **North American Numbering Plan (NANP)**

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

1.76 **Numbering Plan Area (NPA)**

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.

1.77 **NXX, 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.

1.78 **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.

1.79 **OZZ Code**

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

1.80 **Party/Parties**

CenturyTel and/or AURORA.

1.81 **Physical Collocation**

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

1.82 **Pole Attachment**

A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related materials to provide services in accordance with the terms and conditions of this Agreement.

1.83 **Provider**

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

1.84 **Public Safety Answering Point (PSAP)**

An answering location for 911 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.

1.85 **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.

1.86 **Reverse Collocation**

Arrangements in which the ILEC collocates its equipment at a CLEC's premises, or in a common location outside of its own central office, for purposes of interconnection.

1.87 **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.

1.88 **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.

1.89 **Service Switching Point (SSP)**

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

1.90 **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.

1.91 **Signaling System 7 (SS7)**

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

1.92 **State**

The State in which Services are to be provided under the Agreement.

1.93 **Subsidiary**

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

1.94 **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.

1.95 **Synchronous Optical Network (SONET)**

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

1.96 **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 includes, Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services.

1.97 **Tandem or Tandem Switch**

Tandem means to connect in series. A Tandem or Tandem Switch connects one trunk to another. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

1.98 **TDM Technology.**

Time Division Multiplexing. A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1 and DS3 circuits.

1.99 **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 and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.100 **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.

1.101 **Third Party Contamination**

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

1.102 **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).

1.103 **Transit Traffic**

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

1.104 **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.

1.105 **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.

1.106 **Undefined Terms**

Undefined terms may appear in this Agreement. Parties acknowledge and agree that any such terms shall be construed in accordance with CenturyTel's tariffs, or, if not defined therein, under customary usage in the telecommunications industry as of the effective date of this Agreement.

1.107 **Vertical Features (including CLASS Features)**

Vertical services and switch functionalities provided by CenturyTel.

1.108 **Virtual NXX Traffic (VNXX Traffic)**

As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a Party's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer's actual physical premise location.

1.109 **Virtual Collocation**

Collocation where equipment or facilities of AURORA is located on a premise, remote facility, enclosure or Right of Way owned by CenturyTel and ownership of AURORA equipment or facilities is transferred to CenturyTel at the time of the collocation and is subject to the terms of the virtual collocation agreement.

1.110 **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 hosted.

ARTICLE III

GENERAL PROVISIONS

1.0 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.

2.0 EFFECTIVE DATE, TERM & TERMINATION

- 2.1 Effective Date. This Agreement will be effective upon Commission approval; except that the initiation of a new AURORA account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. The "effective date" of this Agreement for all purposes will be as established by the Commission approval order
- 2.2 Term. This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until two years after the effective date (the "Initial Term"). If neither Party elects to terminate this Agreement as of the date of termination of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.
- 2.3 Notice of Termination. Either AURORA or CenturyTel may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination ("Notice of Termination") at least ninety (90) calendar days in advance of the applicable date of termination. Either AURORA or CenturyTel may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of the applicable date of termination.
- 2.4 Effect on Termination of Negotiating Successor Agreement. If either AURORA or CenturyTel provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either AURORA or CenturyTel has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between AURORA and CenturyTel; or, (b) the date 180 calendar days after the date of termination identified in the Notice of Termination. The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance with Section 2.6 (Termination Upon Default) or Section 2.7 (Termination Upon Sale).
- 2.5 Termination and Post-Termination Continuation of Services. If either AURORA or CenturyTel provides notice of termination pursuant to Section 2.3 and, by 11:59 p.m. Central Time on the proposed date of termination, neither AURORA nor CenturyTel

has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyTel under this Agreement at the time of termination will be terminated. AURORA may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s); (ii) other terms and conditions made generally available by the Commission to local Telecommunications Service providers, if any; or (iii) terms and conditions available under Section 252(i) of the Act, if elected by AURORA. If AURORA elects to have such services or functions continue pursuant to terms and conditions available under Section 252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by AURORA under Section 252(i).

- 2.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; *provided, however*, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) calendar days of receipt of written notice thereof. Following CenturyTel's notice to AURORA of its Default, CenturyTel shall not be required to process new service orders until the Default is timely cured.

"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) The revocation by the Commission of a Party's Certificate of Operating Authority, or
- (c) A Party's violation of any material term or condition of the Agreement; or
- (d) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 9) within thirty (30) calendar days after the bill date.

- 2.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

- 2.8 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.

2.9 Predecessor Agreements.

2.9.1 Except as stated in Section 2.9.2 or as otherwise agreed in writing by the Parties:

2.9.1.1 any prior interconnection or resale agreement between the Parties for the State of Missouri pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

2.9.1.2 any services that were purchased by one Party from the other Party under a prior interconnection or resale agreement between the Parties for the State of Missouri pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of under this Agreement.

2.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior interconnection or resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party may elect to cancel the commitment.

2.9.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 2.9.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

3.0 **APPLICABLE LAW**

3.1 Applicable Law. The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.

3.2 Rule of Construction. The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has relied solely on the advice of its own legal counsel in accepting such negotiated

terms and conditions. This Agreement shall be fairly interpreted in accordance with its terms. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

- 3.3 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Monroe, Louisiana. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.
- 3.4 Parties' Agreement to Comply with Applicable Law. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 3.4.1 Neither Party shall be liable for any delay or failure in performance resulting from any requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 3.4.2 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 3.4.3 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
- 3.5 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or invalid under Applicable Law, such unenforceability or invalidity shall not render unenforceable or invalid any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such unenforceable or invalid provision; provided, that if the unenforceable or invalid provision is a material provision of this Agreement, or the unenforceability or invalidity materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party may, upon written notice to the other Party, terminate this Agreement without penalty or liability for such termination.

4.0 AMENDMENTS

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

If a change in Applicable Law requires CenturyTel, pursuant to Section 12.2, to offer a new service under this Agreement, AURORA may submit a written request to CenturyTel to

amend this Agreement to add terms and conditions for the provision of the new service using either of the following options:

- 4.1 Option 1: CenturyTel will provide AURORA with a form "Attachment" that will amend the Agreement. This Attachment will identify the specific terms and conditions of the Agreement affected by the change in Applicable Law and will set forth the specific terms and conditions to be amended that are applicable to the new service. CenturyTel also shall submit the executed form Attachment to the Commission for approval as required by 47 U.S.C. § 252(e). AURORA may begin ordering the new service pursuant to the terms of the Attachment as soon as it executes the amended Attachment.
- 4.2 Option 2: If AURORA desires to negotiate an amendment to the Agreement with terms and conditions for the new service that are different than those contained in CenturyTel's form Attachment, AURORA must send CenturyTel a request to negotiate. The Parties agree to negotiate in good faith the terms and conditions for the new service. Whether the Parties agree to acceptable terms and conditions through negotiations or resolve such terms and conditions through arbitration, the terms and conditions for the new service arrived at through this Option 2 shall not become effective until they are approved by the Commission pursuant to 47 U.S.C. § 252(e).

5.0 ASSIGNMENT

Any assignment, in whole or in part, by either Party of any right, obligation, duty or interest arising under the Agreement without the written consent of the other Party shall be null and void, except that either Party may assign, to the extent consistent with Applicable Law, 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, upon ninety (90) calendar days' 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, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder. Any attempt to make an assignment or delegation in violation of this section shall constitute a default of this Agreement.

6.0 ASSURANCE OF PAYMENT

Upon request by CenturyTel, AURORA shall provide to CenturyTel a deposit for or an adequate assurance of payment of amounts due (or to become due) to CenturyTel hereunder. AURORA's failure to provide such deposit or assurance of payment to CenturyTel within thirty (30) calendar days of CenturyTel's request for same shall constitute a default under this Agreement.

- 6.1 When a Deposit/Assurance of Payment Is Required. Such deposit or assurance of payment of charges may be requested by CenturyTel if AURORA (a) in CenturyTel's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with CenturyTel, (b) in CenturyTel's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate

that it is creditworthy, (c) fails to timely pay a bill rendered to AURORA by CenturyTel, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

- 6.2 Calculating the Amount of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, such deposit will be calculated based on the greater of (1) CenturyTel's estimated two-month charges to AURORA (including, but not limited to, both recurring and non-recurring charges) using AURORA's forecast of resale lines, unbundled facilities, interconnection facilities, collocation and any other facilities or services to be ordered from CenturyTel, or (2) \$5,000. If AURORA does not provide a forecast of its facility or service demand under this Agreement, AURORA shall provide, upon CenturyTel's request, a deposit or assurance of payment of charges in an amount of \$5000.
- 6.3 Modifying the Amount of Deposit/Assurance of Payment. CenturyTel reserves the right, in its sole discretion, to modify the amount of the deposit or assurance of payment required of AURORA if AURORA is repeatedly delinquent in making its payments, or AURORA is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyTel due to AURORA's previous non-payment, or when conditions otherwise justify such action based on actual billing history and/or the credit rating of AURORA. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period. CenturyTel also may require an additional amount of deposit or assurance of payment at any time after the submission of the original deposit or assurance of payment if AURORA's average monthly billing exceeds the estimated two-months billing based on AURORA's forecasts referenced in Section 6.2 above or if AURORA has failed to make timely payments in accordance with Section 9.2.
- 6.4 Form of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, the deposit or assurance of payment shall, at CenturyTel's option, consist of (a) a cash security deposit in U.S. dollars held by CenturyTel, or (b) an unconditional, irrevocable standby letter of credit naming CenturyTel as the beneficiary thereof and otherwise in form and substance satisfactory to CenturyTel from a financial institution acceptable to CenturyTel.
- 6.5 Cash Deposit as Security Interest. To the extent that CenturyTel elects to require a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.
- 6.6 Interest on Cash Deposit. CenturyTel shall pay interest on any such cash deposit in accordance with state requirements for End User deposits if such exist.

- 6.7 Drawing on Deposit/Assurance of Payment. CenturyTel may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to AURORA in respect of any amounts to be paid by AURORA hereunder that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Agreement.
- 6.8 AURORA's Replenishment of Deposit/Assurance of Payment. If CenturyTel draws on the letter of credit or cash deposit, upon request by CenturyTel, AURORA shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.
- 6.9 Effect on Other Obligations. Notwithstanding anything else set forth in this Agreement, if CenturyTel makes a request for a deposit or assurance of payment in accordance with the terms of this Section 6, then CenturyTel shall have no obligation thereafter to perform under this Agreement until such time as AURORA has provided CenturyTel with such deposit or assurance of payment. The fact that a deposit or a letter of credit is requested by CenturyTel hereunder shall in no way relieve AURORA from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and timely payment for facilities or services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of services for nonpayment of any amounts, payment of which is required by this Agreement.

7.0 AUDITS

- 7.1 Billing Audits. Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and invoicing. Such audits may be performed once in each Contract Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each contract quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000. For purposes of this Section 7.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 7.1.1 Scope of Audit. The scope of the audit shall be limited to the services provided and/or purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit.
- 7.1.2 Auditors and Commencement of Audit. The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonable competent in telecommunications and be reasonably acceptable to the Audited Party.

Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) calendar days after the Auditing Party has given notice of the audit to the Audited Party; except that the Audited Party has the right to extend the 60 days for specific resource availability conflict reasons such as the financial Year End close of books, information or billing system conversions in progress or schedules to start during the audit or proper commitment of resources to other audits or rate cases. In such a case, the Audited Party must provide written certification of the conflict and the expected resource availability date. The audit shall be completed within forty-five (45) calendar days after its commencement.

7.1.3 Cooperation of the Parties. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills. Each audit shall be conducted on the premises of the Audited Party where the Audited Party's records reside, will take place during normal business hours and shall comply the Audited Party's normal security procedures.

7.1.4 Audit Expenses. Audits shall be performed at the Auditing Party's expense, unless the audit found billing errors or inaccuracies in favor of the Auditing Party, in which case the Audited Party shall reimburse the Auditing Party for its expense in performing said audit. There shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

7.1.5 Audit Summary. Neither Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. The Audited Party may redact from the books, records and other documents provided to the auditor any confidential information of the Audited Party that reveals the identity of other customers of the Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

7.1.6 Adjustments. Adjustments to the Audited Party's charges shall be made to correct errors or omissions disclosed by an audit. The performance of adjustments shall be subject to examination. The Audited Party will provide a formal written response to any findings in an audit within thirty (30) calendar days of receipt of any such findings. The Auditing Party in turn will respond to the Audited Party's response within forty-five (45) calendar days of receipt of the Audited Party's response.

7.1.7 Overcharges or Undercharges. If any audit confirms any overcharge, then the billing Party (or the Party that billed for services at more than the appropriate charge) shall promptly correct any billing error, including refunding any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. If any audit confirms any undercharge, then the billed Party (or the Party that was provided services at less than the appropriate charge) shall immediately compensate the billing Party for such undercharge. In each case of overcharge or undercharge, such rectifying credits and/or payments will be subject to interest at the lesser of one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

7.1.8 Disputes. Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the procedures set forth in Section 20 regarding dispute resolution.

7.2 Traffic Audits. On thirty (30) calendar days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. CenturyTel and AURORA shall retain records of call detail for a minimum of nine (9) months from which a Percentage Local Use (PLU) and/or Percentage Interstate Use (PIU) can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per Contract Year (as defined in Section 7.1 above). Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

7.2.1 Percentage Local Use. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU") to determine the amount of Local Interconnection Traffic minutes to be billed to the other Party unless the billing Party is able to track Local Interconnection Traffic usage. For purposes of developing the PLU, each Party shall consider every Local Interconnection Traffic call and every non-Local Interconnection Traffic call, excluding Transit Traffic. Requests to calculate or recalculate PLU shall be made no more frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Section 251(b)(5) Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

8.0 AUTHORIZATION AND AUTHORITY

- 8.1 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, her or its choosing, and AURORA has not relied on CenturyTel's counsel or on representations by CenturyTel's personnel not specifically contained in this Agreement, in entering into this Agreement.
- 8.2 CenturyTel represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 AURORA represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.4 AURORA Certification. Notwithstanding any other provision of this Agreement, CenturyTel shall have no obligation to perform under this Agreement until such time as AURORA has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a AURORA. AURORA must represent and warrant to CenturyTel that it is a certified local provider of Telephone Exchange Service in the State. AURORA will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request. AURORA shall not place any orders under this Agreement until it has obtained such authorization. AURORA shall provide proof of such authorization to CenturyTel upon request

9.0 BILLING & PAYMENTS/DISPUTED AMOUNTS

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), AURORA and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

- 9.1 Back Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill date. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior.
- 9.2 Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the Bill Date ("Bill Due Date"). If

the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next Business Day. Payments may be transmitted by electronic funds transfer. Late payment charges, if any, will be payable in accordance with the provisions of this Agreement.

- 9.3 Late Payment Charges. If any undisputed amount due on a billing statement is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess, and the billed Party agrees to pay, a late payment charge on the past due balance equal to one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which such payment is made. Such late payment charges shall be included on the billing Party's next statement to the billed Party.

- 9.4 Disputed Amounts. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and shall include in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the guidelines for submitting billing dispute claims set forth in CenturyTel's CLEC Service Guide. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim before the Bill Due Date means that the total charges billed are due and payable to the billing Party on the due date. The billed Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. Both AURORA and CenturyTel agree to expedite the investigation of any Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution.

- 9.4.1 If the billed Party disputes any charges and any portion of the dispute is resolved in favor of the billed Party, the Parties shall cooperate to ensure that (a) the billing Party shall credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute.

- 9.5 Effect of Non-Payment.

- 9.5.1 If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may discontinue processing orders for relevant or like services provided under this Agreement on or after the tenth (10th) calendar day following the Bill Due Date. The billing Party will notify the other Party in writing, via email or certified mail, at least five (5) Calendar Days prior to discontinuing the processing of orders for the relevant services. If the billing Party does not refuse to accept additional

orders for the related services provided under this Agreement on or after the tenth (10th) calendar day following the Bill Due Date. The billing Party will notify the billed Party in writing at least five (5) Business Days prior to discontinuing processing orders for such service(s). If the billing Party does not refuse to accept additional orders for service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

9.5.2 If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may disconnect any and all relevant or related services provided under this Agreement following written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders so long as the appropriate dates for each consequence are listed therein. If the billed Party subsequently pays all of such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billing Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

9.6 Universal Service Fund. In order to collect the costs of CenturyTel's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, CenturyTel's End User Customers are being charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying the FUSC to CenturyTel are those reseller customers who themselves contribute to the FUSF, or who otherwise qualify

for an exemption under the FCC's universal service rules. In order to obtain an exemption from paying the FUSC to CenturyTel, AURORA must provide CenturyTel a signed statement certifying that it is reselling the services provided by CenturyTel in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If AURORA does not provide this statement, or otherwise certify that it is exempt from remitting the FUSC, CenturyTel must report the revenues obtained from the provision of service to AURORA as End User revenues for FUSF contribution purposes and will assess a FUSC on AURORA's customers.

9.6.1 "Federal Universal Service Charge (FUSC)" means an End-User charge that allows local exchange carriers to recover the costs of their universal service contributions from their customers.

9.6.2 To comply with FCC rules regarding the funding of Universal Service, AURORA is required to complete the form entitled "CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS," provided by CenturyTel in order to obtain an exemption from paying the FUSC to CenturyTel. In addition, AURORA agrees to provide CenturyTel with an updated annual certification, no later than February 1 of each calendar year, so that CenturyTel may ensure that it continues to accurately report its revenues for FUSF contribution purposes.

9.6.3 It is expressly understood and agreed by the Parties that AURORA's provision to CenturyTel of evidence concerning its making adequate payments into the FUSF, and AURORA's representations to CenturyTel in connection therewith, are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyTel.

10.0 BONA FIDE REQUEST (BFR)

10.1 Intent. The Bona Fide Request (BFR) process is the process through which AURORA may request: (1) access to a Network Element CenturyTel is required to provide under Applicable Law, but such Network Element is new, undefined or otherwise required to be provided but not available under the terms of this Agreement; (2) access to facilities and equipment that are not Currently Available, or to UNEs that are superior or inferior in quality than those that CenturyTel provides to itself; and (3) certain other services, features, capabilities or functionalities defined and agreed upon by the Parties as services to be ordered via the BFR process. Notwithstanding anything to the contrary in this Agreement, CenturyTel shall only be required to provide UNEs and/or other arrangements and services that CenturyTel is otherwise obligated to provide under Applicable Law through the BFR process. While CenturyTel may permit AURORA to submit BFR requests for Network Elements, arrangements or services that CenturyTel is not obligated under Applicable Law to provide, CenturyTel is not required to provide such Network Elements, arrangements or services, and CenturyTel may elect or decline to provide same at its sole discretion.

10.2 Process.

- 10.2.1 BFR Request. AURORA shall submit to CenturyTel a written BFR application ("Request"), in a form to be provided by CenturyTel and as found within the CenturyTel Service Guide. In such Request, AURORA shall specifically identify relevant technical requirements and descriptions, drawings, locations and/or any other such specifications that are reasonably necessary to clearly define the Request such that CenturyTel has sufficient information to analyze and prepare a response.
- 10.2.2 Cancellation of Request. AURORA may cancel a Request in writing at any time prior to agreeing on price and availability in the final quote. CenturyTel will then cease analysis and/or development of the Request. However, AURORA will pay CenturyTel its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date on which CenturyTel receives AURORA's notice of cancellation.
- 10.2.3 Acknowledgment of Complete and Accurate Request. CenturyTel shall acknowledge in writing the receipt of a Request and shall identify a single point of contact to process the Request within ten (10) Business Days of CenturyTel's receipt of a Request. In such written acknowledgement, CenturyTel will advise AURORA of any additional information needed for a complete and accurate Request. AURORA acknowledges that the time intervals set forth hereafter in this Section 10 begin only once CenturyTel has determined that it has received a complete and accurate Request.
- 10.2.4 Preliminary Analysis. Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate Request, indicating whether or not CenturyTel will approve or deny the Request ("Preliminary Analysis"). If CenturyTel denies AURORA's Request, the Preliminary Analysis will provide the reason(s) for such denial (*e.g.*, the requested access, arrangement or service is not technically feasible; CenturyTel is not required to provide the requested access, arrangement or service under Applicable Law; facilities necessary to provide the requested access, arrangement or service are not Currently Available, etc.).
- 10.2.5 AURORA's Written Authorization. Following receipt of the Preliminary Analysis, AURORA may accept or reject CenturyTel's Preliminary Analysis, at its discretion. If AURORA accepts CenturyTel's Preliminary Analysis, AURORA must accept the Preliminary Analysis in writing, providing written authorization to CenturyTel to develop access to the requested Network Element, arrangement or service and to develop the terms, conditions and final pricing of the same ("Final Quote"). AURORA must provide such written acceptance and authorization within thirty (30) calendar days of its receipt of the Preliminary Analysis or AURORA's Request will be deemed to be cancelled.
- 10.2.6 Final Quote. Upon receiving AURORA's written acceptance and authorization of the Preliminary Analysis, CenturyTel will proceed to develop a Final Quote. The Final Quote shall contain a description of each access arrangement or service to be provided, a tentative availability date,

the applicable rates, the installation intervals, BFR development and processing costs and the terms and conditions under which access to the requested Network Element, arrangement or service will be offered. CenturyTel shall provide the Final Quote within ninety (90) calendar days of receiving AURORA's written acceptance and authorization to the Preliminary Analysis. The tentative availability date is dependent on when AURORA accepts the Final Quote, thus allowing CenturyTel to proceed with developing and implementing the BFR. CenturyTel shall make commercially reasonable efforts to provide an availability date that is within ninety (90) calendar days from the date it receives AURORA's written Final Acceptance as described below in Section 10.2.7. If CenturyTel cannot complete the BFR using reasonable efforts within ninety (90) calendar days of receiving AURORA's Final Acceptance, CenturyTel will inform AURORA, and AURORA and CenturyTel will then determine a mutually agreeable availability date.

10.2.7 Final Acceptance. Within thirty (30) calendar days of its receipt of the Final Quote, AURORA must either (i) confirm or cancel its Request pursuant to the terms and conditions of the Final Quote ("Final Acceptance"), or (ii) submit any disputed issues with the Final Quote for dispute resolution pursuant to Section 20. If AURORA confirms and authorizes the implementation of the requested service as outlined in the Final Quote, AURORA shall do so in writing and shall pay to CenturyTel fifty percent (50%) of the costs set forth in the Final Quote. CenturyTel shall then proceed with developing and providing the service requested via BFR. AURORA shall pay to CenturyTel the other fifty percent (50%) of the costs set forth in the Final Quote upon delivery of the service requested via BFR.

10.2.8 Unless otherwise agreed, all proposed prices for the service requested via BFR shall be consistent with the pricing principles set forth in the Act.

11.0 CAPACITY PLANNING AND FORECASTING

Within thirty (30) calendar days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, UNEs, number portability and interconnection services. CenturyTel may delay processing AURORA service orders should AURORA not perform obligations as specified in this Section. Such responsibilities shall include but are not limited to the following:

11.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

11.2 AURORA will furnish to CenturyTel information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts. If during the Term of this Agreement, AURORA desires to offer services in a CenturyTel local calling area for which AURORA has not previously submitted a forecast, AURORA shall submit a revised statewide annual forecast that

incorporates the information identified above for the new local calling area or a supplemental forecast for such local calling area providing the information identified above. AURORA shall submit such revised or supplemental forecast as soon as practicable, but in no event less than thirty (30) calendar days before it orders services and/or facilities under this Agreement in the new CenturyTel local calling area.

- 11.3 The Parties will develop joint forecasting responsibilities for traffic exchange over trunk groups and yearly forecasted trunk quantities as set forth in Article V (Interconnection).
- 11.4 AURORA shall notify CenturyTel promptly of any changes in AURORA's business or prevailing business conditions that may impact any of its forecasts in the next forecasting period more than ten percent (10%) to current forecasts (increase or decrease). AURORA orders that exceed its forecast shall only be filled by CenturyTel to the extent that requested capacity is Currently Available.
- 11.5 CenturyTel reserves the right to condition the fulfillment of additional service orders on satisfactory AURORA fill rates in previously ordered capacity, or on AURORA payment for all of the additional capacity absent satisfactory fill rates.
- 11.6 All forecasting information will be confidential and will be used for CenturyTel's network management or carrier service management only.

12.0 CHANGES IN LAW

Except as provided in Section 12.3 below, the terms and conditions of this Agreement shall be subject to any and all changes in Applicable Law, including but not limited to changes to rules and regulations that subsequently may be prescribed by any federal, state or local governmental authority having competent jurisdiction.

- 12.1 Removal of Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyTel is no longer required by Applicable Law to continue to provide any service, facility, payment or benefit otherwise required to be provided to AURORA under this Agreement, then CenturyTel may discontinue the provision of any such service, facility, payment or benefit. CenturyTel will provide thirty (30) calendar days prior written notice to AURORA of any such discontinuation of a service or facility, unless a different notice period or different conditions are specified by Applicable Law for termination of such service, facility, payment or benefit, in which event such specified period and/or conditions shall apply. The Parties may amend this Agreement pursuant to Section 4 to reflect such change in Applicable Law. If AURORA disputes CenturyTel's discontinuance of such service, facility, payment or benefit, the dispute resolution procedures of Section 20 shall apply, and any consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the discontinuation date set forth in CenturyTel's written notice to AURORA or the date specified by Applicable Law, whichever applies.

12.2 Additions to Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyTel is required by such change in Applicable Law to provide a service not already provided to AURORA under the terms of this Agreement, the Parties agree to add or modify, in writing, the affected term(s) and condition(s) of this Agreement to the extent necessary to bring them into compliance with such change in Applicable Law. The Parties shall initiate negotiations to add or modify such terms upon the written request of a Party. The Parties agree to negotiate such additional or modified terms and conditions within thirty (30) calendar days of receipt of the requesting Party's written request. If the Parties cannot agree to additional or modified terms to amend the Agreement, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in Section 20.

12.3 Notwithstanding Sections 12.1 and 12.2, to the extent that the Parties have agreed to any terms and conditions set forth in this Agreement that do not reflect or fully reflect the extent of the Parties' respective rights and/or obligations under Applicable Law for good and valuable consideration through the process of good faith negotiations, a subsequent change in Applicable Law may not be given effect in this Agreement, through the amendment process or otherwise, without the mutual consent of both Parties. Any terms reached by the Parties constituting a Voluntary Agreement to which this Section 12.3 applies shall be identified as being an agreement made "pursuant to Section 12.3" or by language of similar import.

13.0 CLEC PROFILE

13.1 AURORA shall not place any orders under this Agreement until it has completed and submitted to CenturyTel a "CLEC Profile," in a form provided by CenturyTel and, if required by CenturyTel, paid a deposit for assurance of payment pursuant to Section 9. Among other things required to be listed on the CLEC Profile, AURORA will provide to CenturyTel its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide. AURORA will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as necessary to reflect its current certification.

13.2 Certificate of Operating Authority. AURORA must represent and warrant to CenturyTel that it is a certified provider of local Telephone Exchange Service in the State. AURORA will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request

14.0 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, pre-orders, and all orders for services or UNEs placed by AURORA pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of AURORA End User Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to AURORA End User Customers, whether disclosed by AURORA to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement, is considered Confidential 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 any Confidential Information it receives 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 promptly return any copies of such Confidential Information to the source at its request;
- (f) To use such Confidential Information only for purposes of performing work or services described hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing; and
- (g) Subject to the exceptions in Section 14.3 below, if the Party receiving Confidential Information wishes to disclose the disclosing Party's Confidential Information to a third-party, such disclosure must be agreed to in writing by the disclosing Party, and the third-party must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

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 legal process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, subject to Sections 28.3 and 28.3.1, the recipient shall give prior notice to the source before disclosing Confidential Information 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.

15.0 **CONSENT**

Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

16.0 **CONTACTS BETWEEN THE PARTIES**

Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyTel will provide and maintain its contact and escalation list in its CenturyTel Service Guide ("Guide") as amended and updated from time to time. The Guide is provided to AURORA on CenturyTel's website, and any updates also will be provided on the website in the event such information changes. Information contained in the Guide will include a single contact telephone number for CenturyTel's CLEC Service Center (via an 800#) that AURORA may call for all ordering and status inquiries and other day-to-day inquiries between 8 a.m. and 5 p.m., Monday through Friday (except holidays). In addition, the Guide will provide AURORA with contact information for the personnel and/or organizations within CenturyTel capable of assisting AURORA with inquiries regarding the ordering, provisioning and billing of interconnection, UNE and resale services. Included in this information will be the contact information for a person or persons to whom AURORA can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

17.0 **CONTACTS WITH CUSTOMERS**

Except as otherwise provided in this Agreement, AURORA shall provide the exclusive interface with AURORA's End User Customers in connection with the marketing or offering of AURORA services. Except as otherwise provided in this Agreement, in those instances where CenturyTel personnel are required pursuant to this Agreement to interface directly with AURORA's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall not identify themselves as representing CenturyTel. Nothing in this section shall require CenturyTel to repaint trucks or other

equipment, or to remove, hide or cover logos or other identifying marks from any vehicles, equipment, uniforms or other items used or owned by CenturyTel or CenturyTel personnel to effect service calls.

18.0 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

19.0 DISCONTINUANCE OF SERVICE BY AURORA ("SNAP-BACK PROVISION")

19.1 If AURORA proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers, whether voluntarily, as a result of bankruptcy, or for any other reason, AURORA shall send written notice of such discontinuation to CenturyTel, the Commission, and each of AURORA's customers.

AURORA shall provide notice in advance of discontinuation of its service as required by Applicable Law. Unless the period for advance notice of discontinuation of service required by Applicable Law is more than thirty (30) calendar days, to the extent commercially feasible, AURORA shall send such notice at least thirty (30) calendar days prior to its discontinuation of service. Should AURORA fail to provide notice pursuant to this provision, CenturyTel shall have the right to send such notice and to discuss service discontinuance and election of a replacement carrier with AURORA's customers.

19.2 Such notice must advise each AURORA customer that, unless action is taken by the AURORA customer to switch to a different carrier prior to AURORA's proposed discontinuation of service, the AURORA customer will be without the service provided by AURORA to the AURORA customer.

19.3 Should a AURORA customer subsequently become a CenturyTel customer, AURORA shall provide CenturyTel with all information necessary for CenturyTel to establish service for the AURORA customer, including, but not limited to, the CLEC customer's billed name, listed name, service address, and billing address, and the services being provided to the AURORA customer.

19.4 Nothing in this Section 19 shall limit CenturyTel's right to cancel or terminate this Agreement under Section 2 or to suspend provision of services under Section 9 of this Agreement.

20.0 DISPUTE RESOLUTION

20.1 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.

20.2 Negotiations.

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 ten (10) 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, be admitted into evidence in the proceeding, arbitration or litigation.

20.3 Arbitration.

If the negotiations do not resolve the dispute within forty-five (45) Business Days of the initial written request, the dispute shall be submitted to binding arbitration. At the election of either Party, arbitration shall be before the Commission. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable. The Parties may jointly agree to submit the matter directly to the Commission, FCC, or court of competent jurisdiction. Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the agreement.

- (a) A Party may demand arbitration in accordance with the procedures set out in the AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause
- (b) Judgment upon the award rendered by the arbitrator, whether it is the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction.

20.4 Expedited Resolution Procedures.

If the issue to be resolved through the negotiations referenced in Section 20.2 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 is to be submitted to binding, or upon agreement by the Parties, directly to the Commission, FCC, or court shall be five (5) Business Days. Once such a service-affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57). Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the agreement.

20.5 Costs.

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

20.6 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 this Agreement.

21.0 EXPENSES

21.1 In performing under this Agreement, CenturyTel may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event, CenturyTel is entitled to reimbursement from AURORA for all such costs. For all such costs and expenses, CenturyTel shall receive through nonrecurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel's common costs. If AURORA makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyTel will provide a quote to AURORA in a timely manner and AURORA must agree to accept the quoted charges prior to CenturyTel's initiation of work.

21.2 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..

22.0 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.

23.0 ENVIRONMENTAL RESPONSIBILITY

- 23.1 AURORA 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 AURORA. AURORA shall not be responsible with respect to pre-existing hazards at the Facility. In accordance with Section 23.10, AURORA 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. AURORA must demonstrate adequate training and emergency response capabilities related to AURORA materials brought to, used, or existing at the other CenturyTel Facility.
- 23.2 AURORA, 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 AURORA's compliance with CenturyTel's practices/procedures, with this Agreement, or with CenturyTel's directions or recommendations will achieve compliance with any applicable law. AURORA is responsible for ensuring that all activities conducted by AURORA 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.
- 23.3 CenturyTel and AURORA 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.
- 23.4 AURORA 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 AURORA after a complete and proper request by AURORA 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, AURORA 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 AURORA'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.
- 23.5 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 AURORA discovers Third Party Contamination, AURORA will immediately notify CenturyTel and will consult with CenturyTel prior to making any required notification, unless the time required for prior consultation would preclude AURORA from complying with an applicable reporting requirement.

- 23.6 CenturyTel and AURORA 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 AURORA must develop a cost sharing procedure.
- 23.7 When conducting operations in any CenturyTel manhole or vault area, AURORA 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. AURORA 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. AURORA 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 AURORA in meeting its obligations under this Section.
- 23.8 AURORA 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 AURORA 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.
- 23.9 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, AURORA 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).
- 23.10 Notwithstanding the limitation of liability in Section 30, with respect to environmental responsibility under this Section 23, CenturyTel and AURORA 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 damages 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 AURORA shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 23.10.

24.0 FORCE MAJEURE

- 24.1 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, terrorism, 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 material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected ("Force Majeure Events"), 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 commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.
- 24.2 It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to this Section 24. Notwithstanding the provisions of Section 24.1 above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.
- 24.3 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

25.0 FRAUD

AURORA assumes responsibility for all fraud associated with its End User Customers and accounts. CenturyTel will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, AURORA's account in cases of fraud.

26.0 GOOD FAITH PERFORMANCE

The Parties shall act in good faith in the performance of their obligations under this Agreement.

27.0 HEADINGS

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

28.0 LAW ENFORCEMENT INTERFACE

- 28.1 Except to the extent not available in connection with CenturyTel's operation of its own business, CenturyTel shall provide seven days a week/twenty-four hours a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.
- 28.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 28.3.1, CenturyTel agrees to work jointly with AURORA in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. AURORA shall be responsible for and shall be billed for any charges associated with providing such services for AURORA's End User Customers.
- 28.3 Where CenturyTel receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a CenturyTel account, CenturyTel shall send such information back to law enforcement, along with the name of the company to which such account is connected, if available, for further processing by law enforcement.
- 28.3.1 If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, "subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena ("receiving Party") from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

29.0 LETTER OF AUTHORIZATION (LOA)

To the extent the Parties have not previously done so, AURORA and CenturyTel shall each execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit either Party to view CPNI prior to a request to change service providers. Under the blanket LOA, a Party authorized by the customer to view or use its CPNI need not provide proof of End User Customer authorization to the other Party before viewing or using the CPNI.

- 29.1.1 Each Party's access to CPNI of another carrier's customer will be limited to instances where the requesting Party has obtained appropriate authorization to change service providers or release of CPNI from the customer.

- 29.1.2 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law.
- 29.1.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.
- 29.1.4 When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to change service providers or release CPNI as documented in the CenturyTel Service Guide or otherwise approved in advance by CenturyTel, CenturyTel will not require AURORA to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders. However, it shall be considered a material breach of this Agreement if AURORA submits an order to change service providers or release CPNI where AURORA has not yet obtained appropriate authorization to change service providers or release CPNI from the customer.

30.0 LIABILITY AND INDEMNIFICATION

30.1 Indemnification.

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's subsidiary and parent entities, predecessors, successors, affiliates, and assigns, as well as all of their respective current and former officers, directors, members, shareholders, agents, and employees, from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or end user(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment

compensation claim by one of more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section 30.1 (other than applicable employee claimant(s)), for purposes of this Section 30.1. "Reasonable costs and attorneys' fees," as used in this Section 30.1, includes without limitation fees and costs incurred to interpret or enforce this Section 30.1. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

Notwithstanding anything to the contrary in this Section 30.1, a Party may not seek indemnification with respect to any Claim by that Party's customer(s) or end user(s), but rather shall be the Indemnifying Party with respect to all Claims by its customer(s) and end user(s).

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 attorneys' fees, suffered, made, instituted, or asserted by the Indemnifying Party's customer(s) or end-user(s) 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 attorneys' 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 to the Indemnified Party or such Party's customer(s) or end-user(s).

30.2 Disclaimer of Warranties.

EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES, PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF

NEGLIGENCE, OR ACCURACY OR COMPLETENESS OF RESPONSES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.

30.3 Limitation of Liability; Disclaimer of Consequential Damages; Exceptions.

30.3.1 Except as provided in Section 30.3.3, 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 the other Party may recover, including those under Section 21 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 30.3.3, each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to AURORA by CenturyTel under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section 30.3.1, the first Contract Year commences on the first day this Agreement becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.

30.3.2 EXCEPT AS PROVIDED IN SECTION 30.3.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

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 the provision of such advice, recommendations, and analysis.

30.3.3 Section 30.3.1 and Section 30.3.2 do not apply to the following:

- Indemnification under Section 30.1
- Breach of any obligation of confidentiality referenced in this Agreement

- Violation of security procedures
- Any breach by AURORA of any provision relating to AURORA's use of Operations Support Systems
- Failure to properly safeguard, or any misuse of, customer data
- Statutory damages
- Liability for intentional or willful misconduct
- Liability arising under any applicable CenturyTel tariff, including without limitation CenturyTel of Missouri, LLC PSC MO No. 8 – Local Network Access
- Each Party's obligations under Section 31.0 of this Article III
- Section 30.4.2 and/or Section 30.4.3 of this Article III

30.4 Liability of CenturyTel.

In addition to the general limitation of liability in Section 30.0, the following shall also limit CenturyTel's liability under this Agreement.

30.4.1 Inapplicability of Tariff Liability.

CenturyTel's general liability, as described in the CenturyTel local exchange or other tariffs, does not extend to AURORA's customer(s) or end user(s). Liability of CenturyTel to AURORA resulting from any and all causes arising out of services, facilities, UNEs or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyTel. Subject to the limitations in this Agreement, CenturyTel shall be liable for the individual services, facilities or elements that it separately provides to AURORA and shall not be liable for any loss, claims, liability or damages asserted by a third-party provider of components where AURORA combines or commingles such components with those components provided by CenturyTel to AURORA pursuant to this Agreement.

30.4.2 AURORA Tariffs or Contracts.

AURORA shall, in its tariffs or other contracts for services provided to its end-users using services, facilities or UNEs obtained from CenturyTel, provide that in no case shall CenturyTel be liable to AURORA's customer(s) or end-user(s) for any indirect, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by AURORA of the possibility of such damages, and AURORA shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from AURORA customers or end users as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship with AURORA's end-users.

30.4.3 No Liability for Errors.

CenturyTel is not liable for mistakes that appear in CenturyTel's listings, 911 and other information databases, and with respect to such mistakes related to services provided under this Agreement, AURORA shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by third parties, including AURORA's customer(s), end-user(s) or employees. For purposes of this Section 30.4.3, mistakes shall not include matters arising out of the willful misconduct of CenturyTel or its employees or agents.

31.0 INTELLECTUAL PROPERTY

31.1 AURORA acknowledges that its right under this Agreement to interconnect with CenturyTel's network and to unbundle and/or combine CenturyTel's Unbundled Network Elements (including combining with AURORA's network elements) may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and contract rights of third parties.

31.2 AURORA acknowledges that services and facilities to be provided by CenturyTel hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party Intellectual Property rights. In the event that restrictions in agreements with such third party vendors and/or such third party Intellectual Property rights do not permit CenturyTel to provide to AURORA, without additional actions or costs, particular Unbundled Network Element(s), products, services or facilities otherwise required to be made available to AURORA under this Agreement, then, as may be required by applicable State or federal law:

31.2.1 In accordance with this Agreement, CenturyTel agrees to provide written notification to AURORA, directly or through a third party, of such restrictions of which CenturyTel has actual notice, and AURORA agrees not to act in violation of such restrictions or any third party Intellectual Property rights; and

31.2.2 For any new Intellectual Property agreements that CenturyTel enters into or existing agreements that it renews, CenturyTel shall use best efforts, as commercially practical to procure rights or licenses to allow CenturyTel to provide to AURORA the particular Unbundled Network Element(s), products, services or facilities identified in a written notification by AURORA to CenturyTel ("Additional Rights and Licenses").

31.3 For any new Intellectual Property agreements that CenturyTel enters into or existing agreements that it renews, in the event that CenturyTel, after using best efforts, as commercially practical, is unable to procure Additional Rights and Licenses for AURORA, CenturyTel will promptly provide written notification to AURORA of: (i) the specific Unbundled Network Element, product, service or

facility that it is unable to provide; (ii) the extent to which CenturyTel believes that AURORA's use the specific Unbundled Network Element, product, service or facility pursuant to this Agreement has exceeded (or will exceed) the scope of the applicable agreement; and (iii) the specific circumstances that prevented CenturyTel from obtaining the Additional Rights and Licenses.

- 31.4 In the event AURORA provides notice to CenturyTel in writing within thirty (30) calendar days of the written notice referenced in Section 31.3 above that CenturyTel has not exercised such best efforts, as commercially practical, AURORA may seek a determination through an expedited petition to the Commission as to whether CenturyTel has exercised such efforts.

AURORA shall promptly reimburse CenturyTel for all out-of-pocket costs incurred by CenturyTel and/or CenturyTel's Affiliates in connection with the procurement of Additional Rights and Licenses, including without limitation all software license fees and/or maintenance fees, or any increase thereof, incurred by CenturyTel or any CenturyTel Affiliate. CenturyTel shall have the right to obtain reasonable assurances of such prompt reimbursement by AURORA prior to the execution by CenturyTel or any CenturyTel Affiliate of any new agreement or extension of any existing agreement relating to any Additional Rights and Licenses. In the event AURORA fails to promptly reimburse CenturyTel for any such cost, then, in addition to other remedies available to CenturyTel under this Agreement, CenturyTel shall have no obligation to provide to AURORA any Unbundled Network Element, product, service or facility to which such Additional Rights and Licenses relate. In the event any Unbundled Network Element to which the Additional Rights and Licenses relate is provided to any carrier(s) other than CenturyTel, CenturyTel's Affiliates and AURORA, CenturyTel shall reasonably apportion among AURORA and such non-CenturyTel carriers, on a prospective basis only, the costs incurred by CenturyTel and/or its Affiliates in connection with the procurement and continuation of such Additional Rights and Licenses; provided, however, that such apportionment shall not apply to any previously incurred costs and shall apply only for the period of such provision to such carrier(s).

- 31.5 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement
- 31.6 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either Party under this Agreement, that utilizes such Intellectual Property to function properly.

32.0 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.

33.0 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.

34.0 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 Missouri, LLC
 Attention: Carrier Relations
 100 CenturyTel Drive Monroe, LA 71203
 Telephone number: (318) 388-9000
 Facsimile number: (318) 388-9072
 E-Mail: Guy.Miller@CenturyTel.com

With a copy to: CenturyTel of Missouri, LLC
 Attention: Director – External Affairs
 911 N. Bishop Rd., C207
 Texarkana, TX 75501
 Telephone number: 903-792-3499
 Facsimile number: 903-735-6612
 E-mail: Susan.Smith@CenturyTel.com

If to AURORA: Aurora Communications, Inc.
 Attention: Zachary Boschert
 President
 214 Elm Street, Suite 101
 Washington, MO 63090
 Telephone number: 636-239-1066 ext. 231
 Facsimile number: 636-390-8077
 E-mail: zach@yhti.com

35.0 NETWORK MANAGEMENT

35.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. AURORA and CenturyTel will

exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

35.2 Responsibility for Following Standards. AURORA recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of CenturyTel or any third parties connected with or involved directly in the network or facilities of CenturyTel.

35.3 Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of AURORA connected to CenturyTel's network shall not interfere with or impair service over any circuits, facilities or equipment of CenturyTel, 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 CenturyTel's facilities or create hazards to the employees of CenturyTel or to the public (with the foregoing hereinafter being collectively referred to as an "Impairment of Service").

If AURORA causes an Impairment in Service, CenturyTel shall promptly notify AURORA 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 Parties agree to work together to attempt to promptly resolve the Impairment of Service. If AURORA is unable to promptly remedy the Impairment of Service, then CenturyTel may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

35.4 Outage Repair Standard. In the event of an outage or trouble in any service being provided by CenturyTel hereunder, AURORA will follow CenturyTel's standard procedures for isolating and clearing the outage or trouble.

36.0 NON-EXCLUSIVE REMEDIES

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

37.0 NOTICE OF NETWORK CHANGES

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the

other Party's facilities or network, the Party making the change shall publish notice of the change as required by 47 C.F.R. §§ 51.325 through 51.335.

38.0 ORDERING

- 38.1 Ordering and Electronic Interface. A web-based interface is currently being used for AURORA to order non-access services. Unless otherwise provided in the Articles of this Agreement, AURORA shall use CenturyTel's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Articles of this Agreement, manual, facsimile or email interfaces may only be used if first confirmed with and agreed upon by CenturyTel's CLEC Service Group personnel. If CenturyTel has not yet developed and/or deployed an electronic capability for AURORA to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyTel, AURORA shall use such other processes as CenturyTel has made available for performing such transaction(s). If CenturyTel later makes enhanced electronic interface ordering available to CLECs for non-access services, then the Parties agree that, to the extent practicable, the enhanced electronic interface will be used by AURORA for ordering services and any manual, facsimile or email interface will be discontinued.
- 38.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 13, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for AURORA; or (b) sixty (60) Calendar Days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.
- 38.3 Standard provisioning intervals will apply to a maximum number of fifty (50) AURORA orders (LSR, DSR, Porting) per day. AURORA understands that orders exceeding 50 per day may be subject to project management and will be worked on a best effort basis.

39.0 POINTS OF CONTACT FOR AURORA CUSTOMERS

- 39.1 AURORA shall be the primary point of contact for AURORA customers. AURORA shall establish telephone numbers and mailing addresses at which AURORA's End User Customers may communicate with AURORA and shall advise AURORA End User Customers of these telephone numbers and mailing addresses.
- 39.2 Except as otherwise agreed to by CenturyTel, CenturyTel shall have no obligation, and may decline, to accept a communication from a AURORA customer, including, but not limited to, a AURORA customer request for repair or maintenance of a CenturyTel service provided to AURORA

40.0 PUBLICITY AND USE OF TRADEMARKS

40.1 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. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its express written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

40.2 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 AURORA.

40.3 Any violation of this Section 40 shall be considered a Default of this Agreement under Section 2.6.

41.0 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.

42.0 REFERENCES

42.1 All references to Articles, Sections, Appendices and Tables and the like shall be deemed to be references to Articles, Sections, Appendices and Tables of this Agreement unless the context shall otherwise require.

42.2 Except as otherwise specified, references within an Article of this Agreement to a Section, Appendix or Table refer to a Section, Appendix or Table within or a part of that same Article.

42.3 Unless the context shall otherwise require, any reference in this Agreement to a statute, regulation, rule, Tariff, technical publication, guide (including CenturyTel or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda or successor) of that statute, regulation, rule, Tariff, technical publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

43.0 RELATIONSHIP OF THE PARTIES

43.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

- 43.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a license, franchise, distributorship or similar interest.
- 43.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 43.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.
- 43.5 Except as provided by Section 46, the persons provided by each Party to perform its obligations hereunder 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.
- 43.6 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 43.7 The relationship of the Parties under this Agreement is a non-exclusive relationship.
- 43.8 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.

44.0 RESERVATION OF RIGHTS

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal

regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

45.0 STANDARD PRACTICES

45.1 The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices with regard to various requirements hereunder applicable for the AURORA industry which may be added or incorporated by reference in the CenturyTel Service Guide. AURORA agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement.

45.2 All changes to standard practices will be posted on the CenturyTel website prior to implementation, with email notification of such postings. Email notifications directing AURORA to CenturyTel's website will contain, at a minimum, the subject of the change posted to the website and a website link to the posting. Posting will include CenturyTel personnel who may be contacted by AURORA to provide clarification of the scope of the change and timeline for implementation.

46.0 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, provided that a Provider remains liable for the performance of its duties and obligation hereunder.

47.0 SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

48.0 SURVIVAL

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 14, limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 30), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

49.0 TAXES

Any federal, state or local excise, sales, or use taxes (defined in Section 49.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 49.2) 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/fees/regulatory surcharges 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, or fees/regulatory surcharges, 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/fees/regulatory surcharges 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.

Notwithstanding anything to the contrary contained herein, AURORA is responsible for furnishing tax-exempt status information to CenturyTel at the time of the execution of the Agreement. AURORA is also responsible for furnishing any updates or changes in its tax-exempt status to CenturyTel during the Term of the Agreement and any extensions thereof. In addition, AURORA is responsible for submitting and/or filing tax-exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that the AURORA's representations to CenturyTel concerning the status of AURORA's claimed tax-exempt status, if any, and its impact on this Section 49 are subject to the indemnification provisions of Section 30.1.

49.1 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.

49.2 Fees/Regulatory Surcharges.

A fee/regulatory surcharge is defined as 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, other N11, franchise fees, and Commission surcharges.

50.0 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.

51.0 TBD PRICES

51.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as "to be determined" or "TBD." If a provision references a specific rate element in an Appendix or Attachment and there are no corresponding prices or rates in such Appendix or Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to AURORA ordering any such TBD item, the Parties shall meet and confer to establish a price.

51.2 In the event the Parties are unable to agree upon a price for a TBD item, the tariffed rate for the most analogous tariffed product or service shall be used as the interim price. Either Party may then invoke the dispute resolution process set forth in Article III to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

52.0 TECHNOLOGY UPGRADES

Notwithstanding any other provision of this Agreement, CenturyTel shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyTel's ability to modify its network through the incorporation of new equipment or software or otherwise. AURORA shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

53.0 TERRITORY

53.1 This Agreement applies to the territory in which CenturyTel operates as an Incumbent Local Exchange Carrier ("ILEC") in the State of Missouri. CenturyTel shall be obligated to provide services under this Agreement only within this territory.

53.2 Notwithstanding any other provision of this Agreement, CenturyTel may terminate this Agreement as to a specific operating territory or portion thereof if CenturyTel sells or otherwise transfers its operations in such territory or portion thereof to a third person. CenturyTel shall provide AURORA with at least ninety (90) calendar days prior written notice of such termination, which shall be effective upon the date specified in the notice.

54.0 THIRD-PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as

expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third person.

55.0 UNAUTHORIZED CHANGES

55.1 Procedures. If AURORA submits an order for resold services, number portability or Unbundled Network Elements under this Agreement in order to provide service to an End User Customer that at the time the order is submitted is obtaining its local services from CenturyTel or another LEC using CenturyTel resold services or Unbundled Network Elements, and the End User Customer notifies CenturyTel that the End User Customer did not authorize AURORA to provide local Telephone Exchange Services to the End User Customer, AURORA must provide CenturyTel with written documentation of authorization from that End User Customer within thirty (30) calendar days of notification by CenturyTel. If AURORA cannot provide written documentation of authorization within such time frame, AURORA must, within three (3) Business Days thereafter:

(a) direct CenturyTel to change the End User Customer back to the LEC providing service to the End User Customer before the change to AURORA was made;

(b) provide any End User Customer information and billing records AURORA has obtained relating to the End User Customer to the LEC previously serving the End User Customer; and

(c) notify the End User Customer and CenturyTel that the change back to the previous LEC has been made.

55.2 CenturyTel will bill AURORA fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate CenturyTel for switching the End User Customer back to the original LEC.

56.0 USE OF SERVICE

Each Party shall make commercially reasonable efforts to ensure that its End User Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of services purchased by it under this Agreement.

57.0 WAIVER

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

58.0 WITHDRAWAL OF SERVICES

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, CenturyTel may terminate its offering and/or provision of any particular service offering covered by this Agreement upon at least thirty (30) calendar days prior written notice to AURORA.

ARTICLE V

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1.0 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 AURORA, or by AURORA to CenturyTel and the transport, termination and billing of the specified traffic between the Parties. The services and facilities described in this Article V shall be referred to as the "Services." CenturyTel reserves the right to otherwise seek compensation for non-Local Traffic including the imposition of access charges where appropriate.

1.2 Service Requests

- (a) Orders for trunk-side Local Traffic interconnection services shall be initiated by AURORA sending an ASR to CenturyTel, as described in the CenturyTel Service Guide. CenturyTel will review the ASR for validation and correction of errors. CenturyTel will use their best efforts to identify errors and refer them back to AURORA on a single ASR response. AURORA will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR.
- (b) AURORA will comply with the Capacity Planning and Forecasting provisions of Section 11 of Article III and Section 5 of this Article V.
- (c) Inter-network connection and protocol must be based on industry standards developed consistent with the Act.

2.0 BILLING AND RATES

2.1 Service Ordering, Service Provisioning, and Billing.

AURORA will order services for number portability, directly from CenturyTel. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide.

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 AURORA'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. AURORA is required to order trunks pursuant to Section 5.2 of this Article.

2.4 Billing Specifications.

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

- 2.4.1 Usage Measurement. Usage measurement for calls shall begin when Answer Supervision or the 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. 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, seconds, and tenths of seconds.

3.0 TRANSPORT AND TERMINATION OF TRAFFIC

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate Local 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 Sections 4, 5 and 6 herein. To this end, the Parties agree that there will be interoperability between their networks. 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.

3.2 Compensation For Exchange of Local Traffic.

- 3.2.1 Local 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 Section 3.2.2 of this Article, subject to any applicable regulatory conditions, such as a State exempt factor, if any. The 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.
- 3.2.2 Bill and Keep. Either Party may initiate a traffic study no more frequently than once a quarter. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic, excluding Local Traffic that is also Information Access Traffic, 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. Local Traffic that is also Information Access Traffic will remain subject to Bill-and-Keep.
- 3.2.3 VNXX Traffic. If AURORA assigns NPA/NXXs to a customer physically located outside of the CenturyTel Local Calling Area containing the rate center with which the NPA/NXX is associated, traffic originating from CenturyTel customers within that CenturyTel Local Calling Area to AURORA customer physically located outside of the CenturyTel Local

Calling Area, shall not be deemed Local Traffic, and shall be subject to applicable access charges established in CenturyTel's Access Service Tariffs.

3.2.4 Transport

Transport includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the Point of Interconnection ("POI") between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user.

3.2.4.1 Transport of Local Traffic.

Each Party shall be responsible for facilities and transport of Local Traffic between a Party's Central Office Switch and the POI.

3.2.4.2 Termination.

Termination includes the tandem switching of Local Traffic at the terminating carrier's end office switch. Termination rates are set forth in Appendix A.

3.2.4.3 Compensation for Terminating Access Charges on Calls to Ported Numbers.

The Parties agree that a meet point billing arrangement will be used to bill for terminating switched access charges associated with calls terminated to a ported number. Each Party will bill the IXCs applicable switched access rate elements for functions provided over each respective Party's facilities. The Parties will follow any industry standards established for call record exchanges for meet point billing.

3.2.5 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.

4.0 NETWORK INTERCONNECTION

4.1 Direct Network Interconnection Architecture.

In accordance with Applicable Law, the Parties shall provide interconnection of their networks at any technically feasible point on CenturyTel's network and as specified in this Agreement. AURORA may interconnect with CenturyTel on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be established upon occurrence of any of the triggers set forth in _____. CenturyTel will work with AURORA in all circumstances to install Interconnection Points within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

- 4.1.1 The Parties will interconnect their networks for the transmission and routing of traffic, including exchange traffic and exchange access traffic, in accordance with 47 CFR §51.305 and other Applicable Law, at any technically feasible point. The Parties may use the following 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. The Parties may use any of the minimum points of technically feasible access identified in 47 CFR §51.305, and may utilize, without limitation, the following network facility interconnection.
- (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) A virtual or physical Collocation arrangement at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs.
 - (c) A special access arrangement terminating at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs meeting the standards set forth in such tariffs.
 - (d) Existing facilities or the existing facilities of AURORA's subsidiaries or affiliates, at the serving wire center locations where AURORA 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 upon
- 4.1.2 The Parties will mutually designate at least one POI on CenturyTel's network within each CenturyTel local calling area for the routing of Local Traffic.
- 4.1.3 Unless the parties agree otherwise, a Direct Network Connection and Local POI shall be established upon the occurrence of either of the following:
- 4.1.3.1 AURORA has begun serving end users within a CenturyTel local exchange, or has assigned to any end user numbers that are rating to a rate center that is within the local calling area of a CenturyTel exchange and the resulting Local Traffic that is to be exchanged between the Parties is equal to or greater than a DS-1 trunk equivalency as described in 4.1.4.
 - 4.1.3.2 Either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed \$200.00 for one month.

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

4.1.4.1 Traffic studies of peak busy CCS indicate that the number of trunks necessary to achieve a .001 Grade of Service based upon application of the Erlang B table is equal to or exceeds 24 for three consecutive months, or for three months of any consecutive five month period.

4.1.4.2 Combined two-way traffic between two single switches of each Party reaches 200,000 combined minutes of use per month for two consecutive months, or for any two months in a consecutive three-month period

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

4.1.4.4 In any instance where AURORA has requested to a port a number or numbers associated with an end user customer and it is known that local trunks previously associated with that customer and those numbers equal or exceed 24. In any other instance where it can be shown that a customer that AURORA is aoub to serve previously had 24 or more local trunks associated with the service that the customer will disconnect or has disconnected in migrating its service to AURORA.

4.1.5 The Parties may mutually agree to establish a Direct Network Interconnection even where none of the conditions set forth in 4.1.4 have occurred.

4.1.3 The Parties shall make available to each other one-way or two-way trunks, as mutually agreed upon, for the reciprocal exchange of Local Traffic as stated in Section 5.

4.1.5 AURORA will be responsible for engineering and maintaining its network on its side of the POI. CenturyTel will be responsible for engineering and maintaining its network on its side of the POI.

4.1.6 If third party leased facilities are used for interconnection, the POI will be defined as the CenturyTel office in which the third party's leased circuit terminates.

4.1.7 If AURORA utilizes leased facilities under a meet point arrangement between CenturyTel and a third party, the POI will be the CenturyTel office where the leased facility terminates.

4.2 Interconnection Facility Compensation.

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

4.2.1 Collocation: CenturyTel will charge virtual or physical collocation rate from the applicable CenturyTel tariff.

- 4.2.2 Special Access: If AURORA leases facilities from CenturyTel, CenturyTel will charge special access and/or switched access rates from the applicable CenturyTel access tariff to the POI.

4.3 Tandem Switching Local Traffic Compensation.

The Parties will provide Tandem Switching for Local Traffic between the Parties' end offices subtending each other's access Tandem, as follows:

- 4.3.1 The originating Party will compensate the Tandem Party for each minute of originated Tandem switched traffic which terminates to a 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.
- 4.3.2 The originating Party also assumes responsibility for compensation to the company that 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.
- 4.3.3 Each Party shall deliver Tandem traffic to CenturyTel with CCS and the appropriate Transactional Capabilities Application part ("TACP") 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.
- 4.3.4 The Parties will provide Tandem switching for Local Traffic between the Parties' end offices subtending each other's access tandem.
- 4.3.5 The Parties agree to enter into their own agreements with third-party providers. In the event that AURORA sends traffic through CenturyTel's network to a third-party provider with whom AURORA does not have a traffic interexchange agreement, then AURORA agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.

4.4 Tandem Transit Traffic and Compensation

- 4.4.1 Tandem Transit Traffic is telephone exchange service that originates on CLEC's network, and is transported through a CenturyTel Tandem to the Central Office of a CLEC, ILEC other than CenturyTel, CMRS Carrier, or other LEC, that subtends the relevant CenturyTel Tandem to which CLEC delivers such traffic. Neither the originating nor the terminating customer is a Customer of CenturyTel. Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Switched Exchange Access Service traffic is not Tandem Transit Traffic.
- 4.4.2 CenturyTel will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls. Parties will agree to acceptable measurement definition based on busy hour logic or agree to use any Industry standard that may be established.
- 4.4.3 AURORA shall pay CenturyTel for Transit Service that AURORA originates at the rate specified in Appendix A, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on

CenturyTel for the delivery or termination of such traffic, including any Switched Exchange Access charges.

4.4.4 Neither Party shall take any action to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates traffic.

4.4.5 The Parties agree to enter into their own agreements with third-party providers. In the event that AURORA sends traffic through CenturyTel's network to a third-party provider with whom AURORA does not have a traffic interexchange agreement, then AURORA agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.

5.0 TRUNKING

5.1 Trunking Requirements.

In accordance with Article III, Section 11, it will be necessary for the Parties to have met and agreed on trunking, forecasting, availability and requirements in order for the Parties to begin exchange of traffic.

5.1.1 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 mutually agree where one-way or two-way trunking will be available. The Parties acknowledge that two-way trunks for delivery of Local Traffic are preferred. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.

5.1.2 AURORA and CenturyTel shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. AURORA and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic. CenturyTel requires separate trunk groups from AURORA to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXC's.

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

5.1.2.2 The Parties will mutually designate at least one IP on CenturyTel's network within each CenturyTel local calling area for the routing of Local Traffic.

5.1.2.3 Neither Party shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.

5.1.3 End-Office Trunking. The Parties will work cooperatively to establish high volume end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a AURORA end office and a CenturyTel end office.

- 5.1.4 Upon request, the Parties will reciprocally provide Percent Local Usage (PLU) factors to each other on an annual basis to identify the proper percent of Local Traffic and carried on local interconnection trunks, subject to the audit provisions in Article III. 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 the Pricing Appendix.
- 5.1.5 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.
- 5.1.6 AURORA and CenturyTel agree to jointly plan interconnection trunking to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate industry grade of service standard.(B.01) Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 5.1.7 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.
- 5.1.8 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.
- 5.1.9 The Parties will support intercompany 64kbps clear channel where available.
- 5.1.10 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.

5.2 Trunk Forecasting.

- 5.2.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 11. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:
 - 5.2.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year).
- 5.2.2 Description of major network projects that affect the other Party will be provided with the annual forecasts provided pursuant to Section 5.2.1.1. 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.
- 5.2.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

5.3 Trunk Facility Underutilization.

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). When a condition of excess capacity is identified, the Parties will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements for possible network efficiency adjustment.

5.4 Joint Trunk Planning Criteria.

In order to facilitate sound and economical network planning and provisioning, the Parties agree to work cooperatively to establish appropriate (i) fill factors for trunks previously deployed for the AURORA; (ii) strand plant or special construction termination charge to AURORA for not utilizing the ordered trunking; and (iii) to establish appropriate time frames to reflect whether the AURORA ordered trunking is Currently Available.

5.5 Network Redesigns Initiated by CenturyTel.

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

5.6 Interconnection Calling and Called Scopes for Access Tandem Interconnection and End Office Interconnection.

5.6.1 CenturyTel Access Tandem Interconnection calling scope (originating and terminating) is to those CenturyTel end offices specific to this Agreement, which subtend the CenturyTel access tandem to which the connection is made.

5.6.2 CenturyTel End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes to which the connection is made.

6.0 **INDIRECT NETWORK INTERCONNECTION.**

6.1 Where Parties agree to route traffic through a third-Party transit provider, the third party tandem switch must be in the same LATA as the originating and terminating Parties' Local Routing Number ("LRN") as defined in the LERG. Each Party must have connection to the third Party tandem.

6.2 Indirect Network Connection is intended to handle de minimus mutual Local Traffic exchange until Local Traffic volumes grow to a point where it is economically advantageous to provide a direct connection.

6.3 To the extent that the Parties have utilized any Indirect Network Connection for exchange of Local Traffic, they agree to convert such connection to a direct connection when 1) traffic volumes over such connection reach a DS-1 equivalent, or 2) either Party is being charged more than \$500 monthly in transiting charges.

6.4 Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except as provided for in Section 4.

7.0 **NUMBER RESOURCES**

7.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact AURORA'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 AURORA 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. AURORA shall not request number resources to be assigned to any CenturyTel switching entity.

7.1.1 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.

7.2 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, AURORA shall assign NPA/NXX codes in accordance with any State regulatory requirements.

7.3 Routing Points.

AURORA will also designate a Routing Point for each assigned NXX code. AURORA may designate one location within each Rate Center as a Routing Point for the NPA/NXX associated with that Rate Center; alternatively, AURORA may designate a single location within one Rate Center to serve as the Routing Point for all the NPA/NXXs associated with that Rate Center and with one or more other Rate Centers served by AURORA within an existing CenturyTel Local Calling Area and LATA.

7.4 Code Administration.

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

7.5 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.

8.0 **MEET-POINT BILLING (MPB).**

8.1 Meet-Point Arrangements.

8.1.1 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.

- 8.1.2 Except in instances of capacity limitations, CenturyTel shall permit and enable AURORA to sub-tend the CenturyTel access tandem(s) nearest to the AURORA 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, AURORA shall be allowed to sub-tend the next-nearest CenturyTel access tandem in which sufficient capacity is available.
- 8.1.3 Interconnection for the MPB arrangement shall occur at the interconnection point (IP).
- 8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the CenturyTel access tandem switch.
- 8.1.5 AURORA 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.
- 8.1.6 As detailed in the MECAB document, AURORA 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 AURORA 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.
- 8.1.7 AURORA 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.
- 8.2 Compensation.
- Billing to Access Service customers for the Switched Access Services jointly provided by AURORA 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.

9. COMMON CHANNEL SIGNALING

9.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where and 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.

9.2 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.

9.3 Privacy Indicators.

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

9.4 Third Party Signaling Providers.

AURORA may choose a third-party SS7 signaling provider.

9.5 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.

ARTICLE IV

RESALE OF SERVICES

1.0 GENERAL

The purpose of this Article IV is to define the Exchange Services and other telecommunications services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from CenturyTel and resold by AURORA 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 Service Guide (stated below in Section 3.1 and also covering billing, maintenance and service ordering). CenturyTel will make available to AURORA 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.

2.0 TERMS AND CONDITIONS

2.1 Restrictions on Resale.

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

2.1.1 AURORA 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 AURORA shall not resell lifeline services and services for the disabled.

2.1.3 AURORA shall not resell promotional offerings of ninety (90) days or less in duration. These promotional offerings are not available to AURORA 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.

2.2.1 The Discount specified in Section 5.3 of Article VI herein shall apply to all retail services except for the following:

2.2.1.1 AURORA may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. AURORA shall not aggregate end-user lines and/or traffic in order to qualify for volume discount.

2.2.1.2 AURORA may resell ICB/Contract services without a discount and only to end-user customers that already have such services.

2.2.1.3 AURORA may resell COCOT coin or coinless line; however, no discount applies.

2.2.1.4 AURORA may resell special access services; however, no discount applies.

2.3 Resale to Other Carriers.

Services available for resale may not be used by AURORA 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.

3.0 ORDERING AND BILLING

3.1 Service Ordering, Service Provisioning, and Billing.

Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service 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 CenturyTel Service Guide) must be provided by AURORA before a request can be processed.

3.2.1 CenturyTel will accept orders for As-Is Transfer (AIT) of services from CenturyTel to AURORA 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 AURORA.

3.2.2 AURORA will be the customer of record for all services purchased from CenturyTel. Except as specified herein, CenturyTel will take orders from, bill and expect payment from AURORA for all Services ordered.

3.3 Certificate of Operating Authority.

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

3.4 Nonrecurring Charges.

No resale or other discount applies to nonrecurring charges.

3.5 Transfers Between AURORA and Another Reseller of CenturyTel Services.

When AURORA has obtained an end-user customer from another reseller of CenturyTel services, AURORA 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 Local Calling Detail.

Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to AURORA does not include local calling detail. However, AURORA 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 and when CenturyTel is technically able to provide and bill the Service, 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).

4.0 MAINTENANCE

4.1 Maintenance, Testing and Repair.

CenturyTel will provide repair and maintenance services to AURORA 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 AURORA end-user until such time as trouble is reported to CenturyTel by AURORA. AURORA 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 Service Guide.

5.0 SERVICES AVAILABLE FOR RESALE.

5.1 Description of Local Exchange Services Available for Resale.

- (a) Resold basic Exchange Service includes, but is not limited to, the following elements:
- (b) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone:
- (c) Access to long distance carriers. AURORA must have agreement directly with Interexchange carriers for presubscribed or Casual usage non-Local Traffic. CenturyTel has no ordering, bill or collection obligations in connection therewith, and AURORA assumes full responsibility for such obligations, while also agreeing that these undertakings include the indemnification provisions of Section 30 of Article III.
- (d) E-911 Emergency Dialing
- (e) Measured Local, EAS Calling – at local usage measured rates if applicable to the end-user customer.
- (f) End-user Private Line Services.
- (g) Listings of telephone number in appropriate "white pages" directory; and

- (h) 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 this Article VI. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to AURORA are those telecommunications services described in CenturyTel's retail tariffs, as amended from time to time. Any new retail telecommunication services that CenturyTel offers in such tariffs to customers who are not telecommunications carriers may also be available to AURORA for resale under the same terms and conditions contained in this Agreement and required by the Act.

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

5.3 Rates.

The prices charged to AURORA for Local Services shall be calculated as follows:

- 5.3.1 A discount as shown in the Pricing Appendix shall apply to all retail services except those services listed in Section 2.2 herein.
- 5.3.2 The discount dollar amount calculated under Section 5.3.1 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 Charges.

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

6.0 RESPONSIBILITY FOR MISCELLANEOUS CHARGES BY AURORA'S CUSTOMER.

AURORA shall be responsible for the payment of any and all charges incurred by AURORA's customer from using the following types of services, where AURORA has not requested blocking of said services or where blocking of said services is not available:

- (a) Casual use charges;
- (b) CLASS features charges; and
- (c) Casual dial-around long distance charges.

ARTICLE VII

UNBUNDLED NETWORK ELEMENTS

1.0 GENERAL

CenturyTel will provide UNE offerings pursuant to this Article to the extent required by Applicable Law.

2.0 UNBUNDLED NETWORK ELEMENTS.

2.1 Categories.

The following separate categories of network components shall be provided as UNEs by CenturyTel to the extent they are technically feasible, Currently Available and offered:

- (a) Network Interface Device (NID)
- (b) Local Loops and Subloops
- (c) Transport Element
- (d) Multiplexing
- (e) Call-Related Databases

2.2 Prices.

The rates and charges for Unbundled Network Elements are set forth in **Pricing Appendix** attached to this Agreement and made a part hereof. Should there be no price identified in Pricing Appendix, 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.

2.3 Connection to Unbundled Networks.

The parties agree to the terms and conditions for access to UNEs based on the Act, and the rules and regulations promulgated by the FCC and the Commission.

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. CenturyTel will provide AURORA with the same features, functions and capabilities of a particular element that CenturyTel provides itself, and AURORA may access and interconnect at any technically feasible point on the CenturyTel network, as explained in this Agreement.

2.3.1 Connection of AURORA facilities to unbundled elements shall be achieved via physical Collocation arrangements AURORA shall maintain at the Central Office at which the unbundled services are resident, or pursuant to such other collocation arrangements as may be permissible under a separate Collocation Agreement between the Parties. Where connection of AURORA's facilities to unbundled elements shall be effectuated through collocation arrangements, each unbundled element shall be delivered, at AURORA's request, to AURORA's designated terminal block, or equivalent termination point, as a part of the collocation arrangement. Each loop or port element shall be delivered to AURORA's collocation arrangement cross-connection applicable to the unbundled elements. Applicable rates for this cross-connection are specified along with the Loop rates in Pricing Appendix.

2.3.2 AURORA may combine UNEs obtained from CenturyTel, and it is also may combine those UNEs with its own facilities. CenturyTel will provide to AURORA 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 by AURORA.

CenturyTel shall not be responsible for impacts on service attributes, grades of service, etc., resulting from AURORA's specific use of or 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 UNEs on the same basis as CenturyTel provides to itself or to any other parties.

3.0 ORDERING AND BILLING

3.1 Service Ordering, Service Provisioning, and Billing.

AURORA will order services for unbundled elements directly from CenturyTel via United States Mail, facsimile or electronic interfaces made available. This section describes generally the processes the parties will use for ordering, provisioning. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide.

3.2 Local Service Request/Access Service Request.

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. The CenturyTel Guide will contain up-to-date 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 CenturyTel Service Guide) must be provided by AURORA before a request can be processed.

3.3 Nonrecurring Charges.

AURORA shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to UNEs purchased by AURORA as listed in **Pricing Appendix**. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits) not identified in Pricing Appendix will be charged from the appropriate tariff.

3.4 Transfers Between CLECs.

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

4.0 **NETWORK INTERFACE DEVICE (NID) UNE**

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 **Pricing Appendix**. To access a stand-alone NID AURORA must put in place a NID-to-NID connection, as described in the next section.

4.2 Direct Connection

AURORA shall be permitted to connect its own Loop directly to CenturyTel's NID in cases where AURORA uses its own or third party facilities to provide local service to an end-user unreasonably interfere with the operations 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, AURORA must make a clean cut on the CenturyTel drop wire at the NID so that no bare wire is exposed. AURORA 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, AURORA must remove the jumper wire from the distribution block (i.e. the NID) to the CenturyTel cable termination block. If AURORA cannot gain access to the cable termination block, AURORA must make a clean cut at the closest point to the cable termination block. At ** AURORAs request and discretion, CenturyTel will determine the cable pair to be removed at the NID in multi-tenant locations. AURORA will compensate CenturyTel for the work necessary to identify the cable pair to be removed.

4.2.3 CenturyTel agrees to offer NID's for lease to AURORA but not for sale. AURORA may remove CenturyTel identification from any NID which it connects to a AURORA loop, but AURORA may not place its own identification on such NID. Rates for the NID are reflected in Pricing Appendix, along with associated non-recurring charges.

4.2.4 CenturyTel Loop elements leased by AURORA will be required to terminate only on a CenturyTel NID. If AURORA when leasing a CenturyTel loop wants to utilize a AURORA 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 Pricing Appendix, along with associated non-recurring charges.

4.3 NID-to-NID Connection.

Rather than connecting its loop directly to CenturyTel's NID, AURORA elects 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 AURORA provides its own loop facilities, it may elect to move all inside wire terminated on a CenturyTel NID to one provided by AURORA. In this instance, a NID to NID connection will not be required. AURORA, 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 Maintenance.

When AURORA provides its own loop and connects directly to CenturyTel's NID, CenturyTel does not have the capability to perform remote maintenance. AURORA 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 AURORA'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.

4.5 Collocation Requirement.

When AURORA purchases a CenturyTel NID as a stand-alone unbundled element, a Collocation arrangement with CenturyTel is not required.

5.0 LOCAL LOOPS AND SUBLOOPS UNES.

5.1 Element Description.

A "Loop" is 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) that extends from a Main Distribution Frame (MDF) or its equivalent in a CenturyTel central office to and including a demarcation or connector block in/at a subscriber's premises. As described below, different rules govern loop UNEs provisioned over "home run" Copper Loop facilities, Hybrid Loops comprised of fiber and copper, and stand-alone fiber loop facilities.

5.2 Categories of Loop UNEs Provisioned Over Copper Loops.

There are six categories of unbundled loop UNEs that are provisioned over Copper Loops:

- (a) 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 exchange services. CenturyTel does not guarantee data modem speeds on a 2-wire analog loop. In addition, CenturyTel does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in **Pricing Appendix** along with associated non-recurring charges.
- (b) 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 does not guarantee data modem speeds on a 4-wire analog loop. 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 **Pricing Appendix** along with associated non-recurring charges.
- (c) 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 (ECTs), such as ADSL. When utilizing ADSL technology, AURORA 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. These loops will be provisioned without load coils or bridged taps. A 2-wire digital loop is not available for ECTs where CenturyTel has provisioned its local network utilizing Digital Loop Carriers (DLCs). Also, CenturyTel does not provide the electronics required for ECTs provisioned via 2-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in **Pricing Appendix** along with associated non-recurring charges.
- (d) 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 AURORA 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. These loops will be provisioned without load coils or bridge taps. A 4-wire digital loop is not available for ECTs where CenturyTel has provisioned its local network utilizing Digital Line Concentrators (DLCs). Also, CenturyTel does not provide the electronics required for ECTs provisioned via 4-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in **Pricing Appendix** along with associated non-recurring charges.

- (e) DS-1 loop UNEs 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 **Pricing Appendix**, including non-recurring charges.
- (f) DS-3 loop UNEs 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 **Pricing Appendix**, 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 DS0 (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 **Pricing Appendix**, 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 **Pricing Appendix**, including non-recurring charges.

5.4 Loop Conditioning.

AURORA may also require that the analog loops ordered above be conditioned in order for them to provide the end user service. Types of conditioning include: Type C, Type DA, and Improved C. The price for such conditioning shall be the applicable charge as provided in Pricing Appendix.

- 5.4.1 Upon AURORA request and where available, digital copper 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 Repeater) may apply for these digital loops. If AURORA demands other types of loop conditioning, they will be provided to the extent offered in CenturyTel's tariffs and under their terms.

5.5 Loop Testing.

- 5.5.1 CenturyTel will not perform routine testing of the unbundled loop for maintenance purposes. AURORA will be required to provision a loop-testing device either in its central office, Network Control Center or in its collocation arrangement to test the unbundled loop. CenturyTel will perform repair and maintenance once trouble is identified by AURORA.
- 5.5.2 All Loop facilities furnished by CenturyTel on the premises of AURORA'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 AURORA end-users which are equal to those provided to CenturyTel end-users.
- 5.5.4 If AURORA leases loops which are conditioned to transmit digital signals, as a part of that conditioning, CenturyTel will test the loop and report digital signaling capability to AURORA. In maintenance and repair cases, if loop tests are taken, CenturyTel will provide any recorded readings to AURORA at time the trouble ticket is closed in the same manner as CenturyTel provides to itself and its end-users.

5.6 Pair Gain Technologies.

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

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

5.7 Unbundled Loop Facility Qualification.

- 5.7.1 If AURORA plans to deploy service-enhancing technologies (e.g. ADSL, HDSL, ISDN, etc.) over unbundled Copper Loops that would foresee ably potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, AURORA 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 AURORA 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 six (6) months of the date of facility qualification) to deploy such technology, CenturyTel will so advise AURORA and AURORA shall not be permitted to deploy such service enhancing technology. If AURORA 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.

- 5.7.2 If AURORA orders an unbundled digital Copper Loop, and provides the industry standard codes indicating the type of service to be deployed on the unbundled digital loop that shall constitute notification to CenturyTel. CenturyTel will perform the loop qualification as part of the ordering process and no additional charges will apply.
- 5.7.3 If AURORA orders an unbundled analog Copper 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.
- 5.7.4 If AURORA fails to notify CenturyTel of its plans to deploy service enhancing technology over an unbundled analog voice grade Copper Loop or AURORA fails to properly order an unbundled digital loop and obtain prior qualification from CenturyTel for the facilities, and AURORA's deployment of such technology is determined to have caused interference with existing or planned service enhancing technologies deployed by CenturyTel or other CLECs in the same cable sheath, CenturyTel will notify AURORA and AURORA will immediately take action to remediate such interference, which may include removal of such service enhancing technology and shall reimburse CenturyTel for expenses reasonably incurred by CenturyTel that are directly related to AURORA's failure to provide notification.

5.8 Subloops

- 5.8.1 CenturyTel will provision subloop UNEs on a case-by-case basis in accordance with Applicable Law.
- 5.8.2 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 AURORA. Such loop access facilities will be designed and constructed in accordance with the requirements of Applicable Law.
- 5.8.3 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 AURORA. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

6.0 TRANSPORT ELEMENT UNES

6.1 Dedicated Transport.

Dedicated Transport is a UNE that is dedicated to a single requesting carrier for the purpose of transporting traffic between designated CenturyTel switches or central offices. Dedicated Transport is a dedicated UNE that has no switching components. AURORA Dedicated Transport can be purchased in bandwidth increments of DS1 or DS3.

6.1.1 The price of the Dedicated Interoffice 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 airline mile (monthly recurring), and Transport Termination (per end, monthly recurring). AURORA may also require that the Dedicated Interoffice 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 **Pricing Appendix**.

6.1.2 AURORA Dedicated Interoffice Transport is the dedicated transport facility connecting the CenturyTel switch. The Customer Designated Location (CDL) will be the designated location where the AURORA's physical network begins.

6.1.2.1 This UNE includes the equipment required to terminate the interoffice facility within requesting AURORA's CDL and within the CenturyTel Serving Wire Center (SWC). The product also includes the transport facility between the two locations. AURORA Dedicated Interoffice Transport is a dedicated UNE which has no switching components. AURORA Dedicated Interoffice Transport can be purchased in bandwidth increments of, DS1, DS3, at rates outlined in **Pricing Appendix**.

6.1.2.2 AURORA Dedicated Interoffice Transport consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements that vary by bandwidth.

6.1.2.3 Dedicated Interoffice Transport is the Dedicated Transport facility connecting two CenturyTel SWCs or offices. Dedicated Interoffice Transport excludes the facilities between the Serving Wire Center (SWC) and the CDL. Dedicated Interoffice Transport is a dedicated UNE which has no switching components. Dedicated Interoffice Transport can be purchased at the bandwidth levels of, DS1 and DS3 at rates outlined in Pricing Appendix.

7.0 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, AURORA 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 Pricing Appendix.

8.0 COMBINATIONS OF UNES

8.1 In General. CenturyTel will provide AURORA with combinations of UNES upon request, and will convert existing services to combinations of unbundled Loop and Transport UNES, in accordance with Applicable Law. The rate for any such combinations shall be the sum of the individual element rates contained in Pricing Appendix.

8.2 Eligibility Criteria for Certain UNE Combinations.
Combinations of high capacity (DS1 and above) unbundled Transport and/or Loop UNES are subject to eligibility criteria. The Loop/Transport combination must meet the criteria as set forth at 47 CFR §51.318, as it may be revised from time to time. Existing criteria is as follows:

- (a) State certification to provide local voice service, or proof of registration, tariff, and compliance filings;
- (b) At least one local number must be assigned per DS1 circuit prior to provision of service over the circuit; each DS1 equivalent on a DS3 EEL must have a local number assigned prior to provision of service (28 local numbers per DS3);
- (c) Each circuit must have 911/E911 capability prior to the provision of service over that circuit;
- (d) Termination of the circuit to a Collocation or Reverse Collocation arrangement,
- (e) Each circuit must be served by an interconnection trunk in the same LATA over which calling party number ("CPN") will be transmitted,
- (f) One DS1 interconnection trunk (over which CPN will be passed) must be maintained for every 24 DS1 EELs,
- (g) The circuit must be served by a Class 5 switch or other switch capable of providing local voice traffic.
- (h) Other criteria and guidelines as provided by the FCC or Commission will also apply.

AURORA must certify in writing that it meets the above criteria for each UNE combination it requests, at the time of ordering the combination.

8.3 Auditing.

CenturyTel has the right to audit compliance with the above qualifications, and will do so in conformance with the rules of the FCC and the Commission.

8.4 Commingling.

AURORA 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 AURORA 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 AURORA, perform the functions necessary to commingle a UNE or Combination with one or more facilities or services or inputs that AURORA 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 AURORA.

8.4.1 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 Pricing Appendix to this Agreement. "Ratcheting," as that term is defined by the FCC, shall not be required.

8.4.2 CenturyTel shall cooperate fully with AURORA 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 AURORA'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 AURORA have amended this Agreement in advance to address CenturyTel's proposed tariff changes

9.0 **BONA FIDE REQUEST PROCESS**

9.1 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 AURORA have not been previously defined and agreed upon by the Parties.

9.2 Process.

- 9.2.1 A BFR shall be submitted in writing by AURORA 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.
- 9.2.2 AURORA may cancel a BFR in writing at any time prior to AURORA and CenturyTel agreeing to price and availability. CenturyTel will then cease analysis of the request.
- 9.2.3 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.
- 9.2.4 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 cannot to meet AURORA's request. If extraordinary circumstances prevail, CenturyTel will inform AURORA as soon as it realizes that it cannot meet the Forty-Five (45) Business Day response due date for CenturyTel to provide its response, which will be extended by ten (10) days, with additional extensions as agreed to by AURORA in writing.
- 9.2.5 Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by AURORA, in accordance with the applicable provisions of the Agreement.
- 9.2.6 Upon affirmative response from CenturyTel, AURORA 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: MAINTENANCE

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyTel will provide maintenance and repair services for all resold services, Unbundled Network Elements and Interconnection Facilities and trunks provided under this Agreement.

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

2.0 MAINTENANCE & REPAIR PROCEDURES

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

(Pricing) will be assessed per occurrence to AURORA by CenturyTel. If as the result of AURORA's instructions, CenturyTel is erroneously requested to dispatch to a site outside of CenturyTel's company premises ("dispatch out"), a charge set forth in Article XI (Pricing) will be assessed per occurrence to AURORA by CenturyTel.

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

3.0 ESCALATION PROCEDURES

- 3.1 CenturyTel will provide AURORA with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion. The escalation procedures to be provided hereunder shall include names and telephone numbers of CenturyTel management personnel who are responsible for maintenance and/or repair issues. These escalation procedures and contact information are set forth in the CenturyTel Service Guide.

- 3.2 On a reciprocal basis, AURORA will provide CenturyTel with contact and escalation information for coordination of all maintenance and repair issues.

4.0 EMERGENCY RESTORATION

- 4.1 AURORA may contact CenturyTel in order to discuss activities involving the Central Office and inter-office network that may impact AURORA End User Customers.

- 4.1.1 CenturyTel will establish an SPOC to provide AURORA with information relating to the status of restoration efforts and problem resolution during any restoration process.

- 4.1.2 CenturyTel shall establish methods and procedures for reprovisioning of all resold services, Unbundled Network Elements and Interconnection Facilities and trunks after initial restoration. CenturyTel agrees that Telecommunications Service Priority ("TSP") services for AURORA carry equal priority with CenturyTel TSP services for restoration. CenturyTel will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

5.0 MISDIRECTED REPAIR CALLS

- 5.1 For misdirected repair calls, the Parties will provide their respective repair bureau contact number(s) to each other on a reciprocal basis and provide the End User Customer the correct contact number.

- 5.2 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6.0 PREMISES VISIT PROCEDURES

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

7.0 TESTING

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

8.0 PRICING

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

ARTICLE IX: ADDITIONAL SERVICES

1.0 NUMBER PORTABILITY

1.1 Definitions.

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

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

1.2 Number Portability (NP).

- 1.2.1 The Parties agree that they shall provide NP in accordance with the Act, and such binding FCC and State mandates, and industry standards, as may be applicable.
- 1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If AURORA requests that CenturyTel port a number, the Parties shall follow the "Local Number Portability Ordering Process" set forth in CenturyTel Service Guide.
 - 1.2.2.1 If AURORA submits to CenturyTel NP orders that are more than twenty percent (20%) in excess of AURORA's forecasted needs, CenturyTel's standard provisioning intervals shall not apply to any NP orders in excess of those forecasted by AURORA.

- 1.2.2.2 Standard intervals will apply to a maximum number of 50 orders from AURORA (LSR, DSR, Porting) per day. Any AURORA orders exceeding 50 per day may be subject to project management and will be worked on a best effort basis.
 - 1.2.2.3 Any order with over 50 numbers must be handled as a special project to be coordinated between the parties and standard intervals will not apply.
 - 1.2.3 The Party receiving the LSR will bill the service order charge set forth in the Pricing Article for each LSR received.
 - 1.2.4 The Party will bill the service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
 - 1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a AURORA in a LATA, CenturyTel will route traffic destined for AURORA's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.
 - 1.2.6 When CenturyTel receives an unqueried call from AURORA to a telephone number that has been ported to another local services provider, the transit rate and NP dip charge will apply.
 - 1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyTel or AURORA.
- 1.3 Cut-Over Process for Number Porting Orders
 - 1.3.1 TDT Cut-Overs.
 - 1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyTel will update its CenturyTel Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.
 - 1.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.

1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

1.3.2 Coordinated Hot Cuts (CHC).

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

1.4 Pricing for Number Portability.

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

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

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

2.1 Via Tariff or Separate Agreement

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

2.2 Pole Attachment & Conduit Occupancy Agreements

AURORA agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyTel's facilities or uses CenturyTel's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

3.0 **TERMS AND CONDITIONS FOR PROVIDING INTERCONNECTION AND DATABASE ACCESS FOR 911/E911 SERVICES**

Where CenturyTel is the 911/E911 service provider in a particular Rate Center in which AURORA is authorized to provide Telephone Exchange Service, AURORA may connect to the CenturyTel 911/E911 Selective Router (SR) that serves such Rate Centers for the provision of 911/E911 services to its End User Customers and for access to all subtending Public Safety Answering Points (PSAPs). CenturyTel's provision of such 911/E911 services to AURORA shall be governed by the rates, terms and conditions set forth in CenturyTel's applicable Tariff.

4.0 DIRECTORY LISTINGS & DIRECTORY DISTRIBUTION

Directory listings and directory distribution services for AURORA's End User Customers will be provided by CenturyTel to AURORA pursuant to the rates, terms and conditions set forth in CenturyTel's applicable Tariff, where such Tariff is available. If no applicable Tariff is available, CenturyTel shall provide such directory listings and directory distribution services pursuant to separate Directory Service Agreement (DSA) terms between CenturyTel and AURORA which will be attached to this Agreement as an Amendment.

5.0 CENTURYTEL'S PROVISION OF COLLOCATION

- 5.1 For the purpose of facilitating AURORA's interconnection with CenturyTel's facilities or services or access to CenturyTel's Unbundled Network Elements (UNEs) on a nondiscriminatory basis; provided, however, that notwithstanding any other provision of this Agreement, CenturyTel shall be obligated to provide Collocation to AURORA only to the extent required by Applicable Law, and CenturyTel may decline to provide Collocation to AURORA to the extent that provision of Collocation is not required by Applicable Law.
- 5.2 Subject to the foregoing, CenturyTel shall provide Collocation to AURORA pursuant to this Agreement and the rates, terms and conditions set forth in CenturyTel's applicable Tariff, where such Tariff is available. If no applicable Tariff is available, CenturyTel shall provide Collocation to AURORA pursuant to a separately provided Collocation agreement.
- 5.3 To the extent AURORA requests a Collocation arrangement that is not provided for in CenturyTel's applicable Tariff, and CenturyTel is required to offer such Collocation arrangement to AURORA pursuant to Applicable Law, AURORA shall use CenturyTel's standard Collocation application process to submit a written request to CenturyTel for such Collocation arrangement, and CenturyTel shall respond to AURORA with a price quote for the requested arrangement.

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

1.0 INTENTION OF THE PARTIES

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

2.0 DEFINITIONS

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

include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyTel.

- 2.7 Customer Information: Customer Proprietary Network Information ("CPNI") of a customer as defined in Section 222 of the Act, 47 U.S.C. §222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.
- 2.8 AURORA Usage Information: The usage information for a CenturyTel Retail Telecommunications Service purchased by AURORA under this Agreement that CenturyTel would record if CenturyTel was furnishing such CenturyTel Retail Telecommunications Service to a CenturyTel retail End User Customer.
- 2.9 AURORA Billing Information: The billing information for a CenturyTel Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)), Unbundled Network Elements, Interconnection Facilities, and ancillary services purchased by AURORA under this Agreement (as well as Meet-Point Billing Data), purchased by AURORA under this Agreement that CenturyTel would provide if CenturyTel was furnishing such services or facilities to a CenturyTel customer.

3.0 SERVICE PARITY AND STANDARDS

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

4.0 FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES

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

5.0 NOTICES

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

6.0 CENTURYTEL OSS SERVICES

- 6.1 Upon request by AURORA, CenturyTel shall provide to AURORA, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyTel Pre-OSS Services, or at CenturyTel's option, access to CenturyTel OSS Services. CenturyTel shall not be required to provide AURORA access to CenturyTel OSS Services if such are not available and CenturyTel provides AURORA access to applicable CenturyTel Pre-OSS Services.
- 6.2 Subject to the requirements of Applicable Law, CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services that will

be offered by CenturyTel, shall be as determined by CenturyTel. Subject to the requirements of Applicable Law, CenturyTel shall have the right to change CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services, from time-to-time, without the consent of AURORA.

- 6.3 Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyTel Service Guide. The standard service order charges set forth pursuant to this agreement shall apply to all orders placed via OSS or pre-OSS services.

7.0 ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES

- 7.1 CenturyTel OSS Facilities may be accessed and used by AURORA only for AURORA's access to and use of CenturyTel Pre-OSS Services or CenturyTel OSS Services pursuant to and in accordance with this Agreement.
- 7.2 CenturyTel OSS Facilities may be accessed and used by AURORA only to provide Telecommunications Services to AURORA End User Customers in the State.
- 7.3 AURORA shall restrict access to and use of CenturyTel OSS Facilities to AURORA. AURORA shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except AURORA's employees, agents, and contractors, in accordance with Section 7.7 below), to access or use CenturyTel OSS Facilities.
- 7.4 AURORA shall not (a) alter, modify or damage the CenturyTel OSS Facilities (including, but not limited to, CenturyTel software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyTel OSS Facilities; (c) use CenturyTel OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or third-party Intellectual Property rights; (d) allow any use of or access to CenturyTel OSS Facilities by any unauthorized person; or (e) obtain access through CenturyTel OSS Facilities to CenturyTel databases, facilities, equipment, software, or systems, which are not authorized for AURORA's use under this Section 7.0.
- 7.5 AURORA shall comply with all practices and procedures established by CenturyTel for access to and use of CenturyTel OSS Facilities (including, but not limited to, CenturyTel practices and procedures with regard to security and use of access and user identification codes).
- 7.6 All practices and procedures for access to and use of CenturyTel OSS Facilities, and all access and user identification codes for CenturyTel OSS Facilities: (a) shall remain the property of CenturyTel; (b) shall be used by AURORA only in connection with AURORA's use of CenturyTel OSS Facilities permitted by this Section 7.0; (c) shall be treated by AURORA as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement; and, (d) shall be destroyed or returned by AURORA to CenturyTel upon the earlier of a request by CenturyTel or the expiration or termination of the Agreement.
- 7.7 AURORA's employees, agents and contractors may access and use CenturyTel OSS Facilities only to the extent necessary for AURORA's access to and use of the CenturyTel OSS Facilities permitted by this Agreement. Any access to or use of

CenturyTel OSS Facilities by AURORA's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. AURORA shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Facilities.

- 7.8 CenturyTel will provide AURORA with access to the CenturyTel Pre-OSS Services and CenturyTel OSS Facilities during the same hours of operation that apply to CenturyTel's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyTel shall provide support during Retail Operations Hours sufficient to provide AURORA with service at the same level provided to CenturyTel's own retail operations.

8.0 CENTURYTEL OSS INFORMATION

- 8.1 Subject to the provisions of this Agreement and Applicable Law, AURORA shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyTel OSS Information during the term of this Agreement, for AURORA's internal use for the provision of Telecommunications Services to AURORA End User Customers in the State.
- 8.2 All CenturyTel OSS Information shall at all times remain the property of CenturyTel. Except as expressly stated in this Article, AURORA shall acquire no rights in or to any CenturyTel OSS Information. CenturyTel reserves all rights not expressly granted herein.
- 8.2.1 AURORA shall treat CenturyTel OSS Information as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement.
- 8.2.2 AURORA shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except AURORA's employees, agents or contractors, in accordance with Section 8.2.3 below), to access, use or disclose CenturyTel OSS Information, except as provided in Section 8.2.3 below.
- 8.2.3 AURORA's employees, agents and contractors may access, use and disclose CenturyTel OSS Information only to the extent necessary for AURORA's access to, and use and disclosure of, CenturyTel OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyTel OSS Information by AURORA's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Sections 8.2.1 and 8.2.2 above. AURORA shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Information.
- 8.2.4 AURORA's right to use CenturyTel OSS Information shall expire upon the earliest of: (a) termination of such right in accordance with this Article; or (b) expiration or termination of the Agreement.

- 8.2.5 All CenturyTel OSS Information received by AURORA shall be destroyed or returned by AURORA to CenturyTel, upon expiration, suspension or termination of the right to use such CenturyTel OSS Information.
- 8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to, Article III, Sections 2.0 and 9.0 of the Agreement and Section 11.1 below), AURORA's access to CenturyTel OSS Information through CenturyTel OSS Services shall terminate upon the expiration or termination of the Agreement.
- 8.3.1 CenturyTel shall have the right (but not the obligation) to audit AURORA to ascertain whether AURORA is complying with the requirements of Applicable Law and this Agreement with regard to AURORA's access to, and use and disclosure of, CenturyTel OSS Information.
- 8.3.2 Without in any way limiting any other rights CenturyTel may have under the Agreement or Applicable Law, CenturyTel shall have the right (but not the obligation) to monitor AURORA's access to and use of CenturyTel OSS Information which is made available by CenturyTel to AURORA pursuant to this Agreement, to ascertain whether AURORA is complying with the requirements of Applicable Law and this Agreement, with regard to AURORA's access to, and use and disclosure of, such CenturyTel OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor AURORA's access to and use of CenturyTel OSS Information which is made available by CenturyTel to AURORA through CenturyTel OSS Facilities.
- 8.3.4 Information obtained by CenturyTel pursuant to this Section 8.0 shall be treated by CenturyTel as Confidential Information of AURORA pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyTel shall have the right (but not the obligation) to use and disclose information obtained by CenturyTel pursuant to this Article to enforce CenturyTel's rights under the Agreement or Applicable Law.
- 8.4 Customer Proprietary Network Information (CPNI).
- 8.4.1 AURORA will not access CenturyTel's pre-order functions to view CPNI of another carrier's customer unless AURORA has obtained an authorization for release of CPNI from the customer. AURORA will not be required to provide CenturyTel with individual written Letter(s) of Authorization prior to accessing CPNI information but will be required to provide and operate under a Blanket Letter of Authorization that includes appropriate certifications and restrictions as to the ability to access and use CPNI consistent with applicable law. The template for a valid Blanket Letter of Authorization can be found in the CenturyTel Service Guide.
- 8.4.2 AURORA must maintain records of individual End User Customers' authorizations for change in local Telephone Exchange Service and/or release of CPNI, which adhere to all requirements of State and federal law.
- 8.4.3 AURORA is solely responsible for determining whether proper authorization has been obtained. AURORA shall indemnify, defend, and hold CenturyTel and other applicable indemnified persons harmless pursuant to Article III,

Section 30 from any Claim arising out of or relating to AURORA's failure to obtain proper CPNI consent from a customer.

8.4.4 AURORA understand that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for AURORA to become the customer's service provider shall be both a violation of Applicable Law and a material breach of this agreement.

8.5 Date Validation Files.

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

8.5.1.1 SAG (Street Address Guide)

8.5.1.2 Feature/Service Availability by Switch

8.5.1.3 Directory Names

8.5.1.4 Class of Service Codes

8.5.1.5 Community Names

8.5.1.6 Yellow Page Headings

8.5.1.7 PIC/LPIC (InterLATA/IntraLATA)

8.5.2 AURORA may obtain a Data Validation File not more than once per quarter.

8.6 Subject to Article III, Section 31, CenturyTel will provide AURORA with online access to documentation and user manuals that set forth the methods and procedures AURORA must use in order to utilize the CenturyTel Pre-OSS Services or CenturyTel OSS Facilities, including the existing CenturyTel Pre-OSS Systems, and all enhancements, improvements and changes implemented by CenturyTel. AURORA agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyTel Pre-OSS Services of CenturyTel OSS Facilities in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

9.0 AURORA USAGE INFORMATION

9.1 AURORA Usage Information will be available to AURORA through the following:

9.1.1 Daily Usage File through FTP or Connect:Direct.

9.1.2 AURORA Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.

9.2 Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyTel.

9.3 Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, AURORA Usage Information will be provided to AURORA shall be determined by CenturyTel.

10.0 AURORA BILLING INFORMATION

10.1 AURORA Billing Information will be available to AURORA through the following means:

10.1.1 Monthly Web GUI Online through MyAccount;

10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP; or

10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.

10.2 To the extent that AURORA Billing Information is not available by one of the means set forth in Section 10.1, CenturyTel may provide it in paper or other format.

11.0 LIABILITIES AND REMEDIES

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

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

11.3 Any breach of any provision of this Article by any employee, agent, or contractor of AURORA shall be deemed a breach by AURORA.

12.0 RELATION TO APPLICABLE LAW

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

13.0 COOPERATION

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

13.1 AURORA shall provide Capacity Planning and Forecasts in accordance with Article III, Section 11.0.

13.2 AURORA shall reasonably cooperate with CenturyTel in submitting orders for CenturyTel Telecommunications Services and otherwise using the CenturyTel OSS Services or CenturyTel Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyTel OSS Services or CenturyTel Pre-OSS Services.

- 13.3 Upon CenturyTel's request, AURORA shall participate in reasonable cooperative testing of CenturyTel OSS Services or CenturyTel Pre-OSS Services and shall provide reasonable assistance to CenturyTel in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyTel OSS Services or CenturyTel Pre-OSS Services.

14.0 CENTURYTEL ACCESS TO INFORMATION RELATED TO AURORA CUSTOMERS

- 14.1 CenturyTel shall have the right to access, use and disclose information related to AURORA End User Customers that is in CenturyTel's possession (including, but not limited to, in CenturyTel OSS Facilities) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyTel's rights, or is authorized by the AURORA customer in the manner required by Applicable Law.
- 14.2 Upon request by CenturyTel, AURORA shall negotiate in good faith and enter into a contract with CenturyTel, pursuant to which CenturyTel may obtain access to AURORA's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit CenturyTel to obtain information related to AURORA End User Customers (as authorized by the applicable AURORA customer), to permit End User Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

15.0 CENTURYTEL PRE-OSS SERVICES

- 15.1 Subject to the requirements of Applicable Law, the CenturyTel Pre-OSS Services that will be offered by CenturyTel shall be as determined by CenturyTel, and CenturyTel shall have the right to change CenturyTel Pre-OSS Services, from time-to-time, without the consent of AURORA.
- 15.1.1 AURORA shall use the CenturyTel Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders. If the Web GUI is not functioning at the time AURORA desires to place a request for a CSR or an LSR, AURORA may submit its request or order by means of electronic mail or facsimile.
- 15.1.2 AURORA shall place Access Service Requests ("ASRs") at its option by means of facsimile, email, or other electronic means CenturyTel may provide such as its web-based ASR ordering system.
- 15.1.3 AURORA shall use a CenturyTel-provided 1-800 number for all trouble ticket and maintenance issues.
- 15.2 This Section 15.2 shall apply except where Article III, Section 27, applies. CenturyTel is entitled to recover the costs of providing access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, or CenturyTel OSS Facilities, or other means. CenturyTel shall recover its costs of creating, implementing, or maintaining access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, or CenturyTel OSS Facilities or other means from AURORA and other users of such services or facilities in a competitively neutral manner. CenturyTel's prices for

CenturyTel Pre-OSS Services or other access to CenturyTel Operations Support Systems, or other methods of recovery of the cost of providing interim or permanent access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, CenturyTel OSS Facilities, or other means shall be as determined by the Commission upon CenturyTel's submission in accordance with Applicable Law.

- 15.3 Any obligation imposed on AURORA hereunder with respect to CenturyTel OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyTel Pre-OSS Services.
- 15.4 AURORA acknowledges that the CenturyTel OSS Information is subject to change from time to time.

16.0 CANCELLATIONS

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

ARTICLE XI

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective in accordance with Article III Section 35.

By: CenturyTel of Missouri, LLC

Name: Jeffrey S. Glover

Title: Jeffrey S. Glover

V.P. External Relations

Date: 6/14/07

By: Aurora Communications, Inc.

Name: Zachary Borden

Title: Vice President
A duly authorized officer or other agent of
AURORA with such signature binding
AURORA

Date: 05/07/2007

PRICING APPENDIX

I. RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article V and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel costs), or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

- A. The reciprocal compensation element that applies to Local Traffic on a minute of use basis for Local Traffic routed via a tandem that each Party switches for termination purposes at its wire centers. The reciprocal compensation rate is TBD (defined below)
- B. Local Traffic that is also Information Access Traffic. Bill & Keep.
- C. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is \$ TBD.
- D. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is \$ TBD.
- E. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is \$ TBD.
- F. The Tandem Transiting Charge is comprised of the following rate elements:
 - Tandem Switching: = \$0.0016835 per MOU
 - Tandem Transport: = \$0.0000017 per MOU per mile
 - Transport Termination (2 Terminations): $2 \times \$ 0.0000663 =$ \$0.001326 per MOU
- G. Initial Factors:
 - 1. PLU 100%
 - 2. Initial CenturyTel Originated Local Traffic Factor 50%
- H. Entrance Facility: See Access Tariff

TBD Reciprocal Compensation Rate.

The Parties shall meet and confer to establish a reciprocal compensation rate. If the Parties are unable to reach agreement on a rate for such item, an interim rate shall be set for such item that is equal to the price for the nearest analogous item for which a rate has been established. Any interim rate so set shall be subject to modification by any subsequent decision of the Commission. If an interim rate is different from the rate subsequently established by the Commission, the Parties shall refund such resulting overpayments or pay such resulting additional amounts caused by the difference between the interim rate and the Commission-established rate.

PRICING APPENDIX

II. RATES AND CHARGES FOR NUMBER PORTABILITY

General. The rates contained in this Appendix are as defined in Article IX, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel's costs), or any appeal or other litigation.

Non-Recurring Charges (NRCs) for Number Portability

1. Service Order Charge - Applicable CenturyTel Local Tariff Non-Recurring Service Charge for Business Lines

2. Coordinated Hot Cut:

		\$
	None	30.93
Basic Time - per half hour		\$
	None	36.35
Overtime - per half hour		\$
	None	41.77
Premium Time - per half hour		

PRICING APPENDIX

III. SERVICES AVAILABLE FOR RESALE

General. The rates for resold services described in Article IV, and are based upon an avoided cost discount from CenturyTel's retail rates as provided in Article IV of the Agreement. The Avoided Cost Discount is subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel's costs), or any appeal or other litigation.

The State Avoided Cost Discount as of the date of this Agreement is 14.2%.

Non-Recurring Charges (NRCs) for Resale Services

NRCS, other than those for ordering and provisioning as listed in this Appendix, may apply subject to charges as described in the local tariff for the service ordered. No Discount applies to such NRCs.

Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No Avoided Discount Cost applies to such NRCs.

Custom Handling

Service Order Expedite: Engineered	\$ 35.48
Non-Engineered	\$ 12.59
Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37
Electronic Billing Information Data (daily usage) per message	\$.003

Application of NRCs

NRCS, other than those for ordering and provisioning as listed in this Appendix, may apply subject to charges as described in the most applicable tariff for the service ordered. No Discount applies to such NRCs.

Pre-ordering:

AURORA Account Establishment is a one-time charge applied the first time that AURORA orders any service from this Agreement.

Customer Record Search applies when AURORA requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from CenturyTel to AURORA. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order – Changeover applies only to Basic Services for services migrating from CenturyTel to AURORA. End-user service may remain the same or change.

Central Office Connect Order it applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect Order it applies in addition to the ISO when incremental fieldwork is required.

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

Manual Ordering Charge applies to orders that require CenturyTel to manually enter AURORA's order into an electronic ordering system. This charge will only be applicable at such time as CenturyTel implements an electronic system.

Record Change Charge applies for record type orders for change in or addition of directory listings or like changes.

Service Order Expedite (Engineered or Non-Engineered) applies if AURORA requests service prior to the standard due date intervals.

Coordinated Conversion applies if AURORA requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if AURORA requests real-time coordination of a service cut-over that takes one hour or less.

The Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

PRICING APPENDIX

IV. PRICES FOR UNBUNDLED NETWORK ELEMENTS AND SPECIAL SERVICES

General. The rates contained in this Pricing Appendix are the rates as defined in Article VII and IX and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel costs), or any appeal or other litigation. CenturyTel will offer unbundled loops network elements at prices listed below, or pursuant to subsequent negotiations between the parties, or under Commercial Agreement (CA) if requested:

Monthly Recurring Charges

Network Interface Device (leased separately)

Basic NID	\$ 1.91
Complex (12 x) NID	\$ 1.91

Unbundled Local Loops and Subloops

2 Wire Analog Loop (inclusive of NID)	
Geographic Zone 1	\$ 53.84
Geographic Zone 2	\$ 48.39
Geographic Zone 3	\$ 29.05
Geographic Zone 4	\$ 19.14
4 Wire Analog Loop (inclusive of NID)	
Geographic Zone 1	\$ 93.37
Geographic Zone 2	\$ 86.32
Geographic Zone 3	\$ 44.65
Geographic Zone 4	\$ 29.60
2 Wire Digital Loop (inclusive of NID)	
Geographic Zone 1	\$ 53.84
Geographic Zone 2	\$ 48.39
Geographic Zone 3	\$ 29.05
Geographic Zone 4	\$ 19.14

DS-1 Loop	\$ 160.31
DS-3 Loop	\$ 2,584.44

Type C Conditioning	\$ 11.86
Type C Improved Conditioning	\$ 30.00
Type DA Conditioning	\$ 2.00
Mid-Span Repeaters	\$ ICB

Cross Connects

Analog Loop to Collo 4W w/o testing	\$ 1.55
Digital Loop to Collo 2 W	\$ 3.10
DS1 Loop to Collo 4W	\$ 3.17

Loop to Multiplexer 4W	\$	14.51
DS3 Loop Cross connect	\$	29.71

Dedicated Transport Facilities

CLEC Dedicated Transport		
CDT DS1	\$	102.22
CDT DS3 Optical Interface	\$	1,125.00
CDT DS3 Electrical Interface	\$	1,257.92

Interoffice Dedicated Transport		
IDT DS1 Transport Facility per ALM	\$	0.61
IDT DS1 Transport Termination	\$	24.50
IDT DS3 Transport Facility per ALM	\$	15.72
IDT DS3 Transport Termination	\$	257.83

Multiplexing		
DS1 to Voice Multiplexing	\$	279.54
DS3 to DS1 Multiplexing	\$	441.07
DS1 Clear Channel Capability	\$	24.00

Electronic Billing Information Data (daily usage) per message \$.003

Call-Related Data Bases CA

Service Management Systems CA

911 and E-911 Data Bases Tariff

Directory Services Tariff

Inside Wire CA

Non-Recurring Charges (NRCs) for Unbundled Services

Pre-ordering		
CLEC Account Establishment Per CLEC	\$	273.09
Customer Record Search	\$	11.69

Custom Handling		
Service Order Expedite:		
Engineered Loop LSRs	\$	35.48
All Other LSRs	\$	12.59

All other Expedite Charges per Access Tariff

Special Access Tariff

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual (Fax or Email)	Ordering Semi- Mech.	Provisioning Per Unit
UNBUNDLED LOOP			
Loop Qualification	\$12.56	\$4.56	\$84.15
Exchange - Basic - Initial	\$ 38.75	\$ 27.60	\$ 42.17
Exchange - Basic - Subsequent	\$ 17.44	\$ 12.55	\$ 14.49
Exchange - Complex Nondigital - Initial	\$ 40.56	\$ 25.03	\$107.58
Exchange - Complex Nondigital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49
Exchange - Complex Digital - Initial	\$ 40.56	\$ 25.03	\$ 96.76
Exchange - Complex Digital - Subsequent	\$ 18.87	\$ 13.98	\$ 14.49
Advanced - Basic - Initial	\$ 36.18	\$ 25.03	\$573.73
Advanced - Complex - Initial	\$ 40.56	\$ 25.03	\$569.13
UNBUNDLED PORT			
Exchange - Basic - Initial	\$ 33.04	\$ 21.89	\$ 31.29
Exchange - Basic - Subsequent (Port Feature)	\$ 19.78	\$ 14.89	\$ 1.14
Exchange - Basic - Subsequent (CO Interconnection)	\$ 19.78	\$ 14.89	\$ 14.49
Exchange - Complex Nondigital - Initial	\$ 43.54	\$ 28.01	\$ 75.32
Exchange - Complex Nondigital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 6.23
Exchange - Complex Nondigital - Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06
Exchange - Complex Nondigital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49
Exchange - Complex Digital - Initial	\$ 43.54	\$ 28.01	\$129.72
Exchange - Complex Digital - Subsequent (Port Feature)	\$ 25.90	\$ 21.01	\$ 5.45
Exchange - Complex Digital - Subsequent (Switch Feature Group)	\$ 30.28	\$ 21.01	\$ 23.06
Exchange - Complex Digital - Subsequent (CO Interconnection)	\$ 25.90	\$ 21.01	\$ 14.49
Advanced - Complex - Initial	TBD	TBD	TBD
Advanced - Complex - Subsequent	TBD	TBD	TBD
UNBUNDLED NID			
Exchange - Basic	\$ 27.06	\$ 18.83	\$ 33.99
ENHANCED EXTENDED LOOPS (EELs) Loop portion (In addition, IDT and CDT charges apply if applicable to the EEL arrangement))			
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$42.17
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 38.02	\$ 21.89	\$42.17
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$569.13
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$569.13
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00

DS1 to DS0 Multiplexer	N/A	N/A	\$800.00
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Changeover Charge - (Conversion from Special Access to EELs or Transport)

Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$99.77	\$41.64
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$41.64

LOOP CONDITIONING

Loop Conditioning - Bridged Tap	N/A	N/A	\$318.71
Loop Conditioning - Load Coils	N/A	N/A	\$249.91
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62

CROSS CONNECTS

Analog Loop to Collo 4W w/o testing	N/A	N/A	\$ 25.38
Digital Loop to Collo 2W	N/A	N/A	\$ 26.87
DS1 Loop to Collo 4W	N/A	N/A	\$ 45.03
DS3 Loop Crossconnect - Install	N/A	N/A	\$ 54.98
Loop to Multiplexer - 4-Wire Install	N/A	N/A	\$ 88.76

INTEROFFICE DEDICATED TRANSPORT (IDT) (Also applies to IDT portion of an EEL arrangement)

Advanced - Basic (2-wire and 4-wire) - Initial	\$ 95.49	\$ 63.01	\$428.58
Advanced - Basic (2-wire and 4-wire) - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20
Advanced - Complex (DS1 and above) - Initial	\$105.04	\$ 72.56	\$584.49
Advanced - Complex (DS1 and above) - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80

CLEC DEDICATED TRANSPORT (CDT) (Also applies to CDT portion of an EEL arrangement)

Entrance Facility/Dedicated Transport DS0 - Initial	\$ 95.49	\$ 63.01	\$390.08
Entrance Facility/Dedicated Transport DS0 - Subsequent	\$ 45.12	\$ 28.77	\$ 58.20
Entrance Facility/Dedicated Transport DS1/DS3 - Initial	\$105.04	\$ 72.56	\$515.03
Entrance Facility/Dedicated Transport DS1/DS3 - Subsequent	\$ 45.12	\$ 28.77	\$ 86.80
Clear Channel Capability	N/A	N/A	\$ 90.00

COORDINATED CONVERSIONS

Exchange - Standard Interval - Per Qtr. Hour	\$ 30.72	\$ 30.50	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A
Advanced - Standard Interval - Per Qtr. Hour	\$ 22.92	\$ 22.69	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A

**HOT-CUT COORDINATED CONVERSIONS
(Only available for 2-wire analog loops)**

Exchange - Standard Interval - Per Hour	\$108.80	\$108.57	N/A
Exchange - Additional Interval - Per Qtr. Hour	\$ 26.97	\$ 26.75	N/A
Advanced - Standard Interval - Per Hour	\$ 83.43	\$ 83.20	N/A
Advanced - Additional Interval - Per Qtr. Hour	\$ 21.12	\$ 20.89	N/A

CUSTOMIZED ROUTING

BFR	BFR	BFR
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Miscellaneous Service Order Type Charges - UNEs

Simple and complex Service Orders: If an electronic flow-through basis can handle an order, the order is simple. All other orders are complex.

Change Simple	\$	4.91	\$	4.91	N/A
Change Complex	\$	74.90	\$	74.90	N/A
Change Simple	\$	4.91	\$	4.91	N/A
Record Simple	\$	6.28	\$	6.28	N/A
Record Complex	\$	6.28	\$	6.28	N/A
Disconnect Simple	\$	5.32	\$	5.32	N/A
Disconnect Complex	\$	27.29	\$	27.29	N/A
Suspend Simple	\$	2.52	\$	2.52	N/A
Suspend Complex	\$	2.52	\$	2.52	N/A
Restore Simple	\$	2.52	\$	2.52	N/A
Restore Complex	\$	2.52	\$	2.52	N/A
Expedited Simple	\$	12.60	\$	12.60	N/A
Expedited Complex	\$	12.60	\$	12.60	N/A
Due Date Change Simple	\$	4.20	\$	4.20	N/A
Due Date Change Complex	\$	4.20	\$	4.20	N/A
Cancellation Simple	\$	4.20	\$	4.20	N/A
Cancellation Complex	\$	4.20	\$	4.20	N/A

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Aurora orders any service from the Verizon California terms.

Customer Record Search applies when Aurora requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Applies per ISO for the each unit installed.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Subloop Distribution, Standard Subloop Feeder, Drop and NID.

Exchange-Complex: Non-loaded Subloop Distribution, Non-load Subloop Feeder, Loop Conditioning, Customized Routing, ISDN BRI Digital Line Side Port and Line Sharing.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber, EELs, and ISDN PRI Digital Trunk Side Port

Conditioning applies in addition to the ISO, for each Loop or Subloop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to UNE-P and EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs - The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, CDT, Multiplexing and Clear Channel Capability.

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

Service Order Expedite applies if Aurora requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

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

Hot Coordinated Conversion First Hour applies if Aurora requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

