

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

CENTURYTEL OF MISSOURI, LLC

AND

CD TELECOMMUNICATIONS, LLC

IN THE STATE OF

MISSOURI

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. 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 CD 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 CD 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. Network Interconnection.

4.1 Direct Network Interconnection Architecture.

In accordance with but only to the extent required by Applicable Law, the Parties shall provide interconnection of their networks at any technically feasible point and as specified in this Agreement. CD 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 reviewed on an individual case basis. CenturyTel will work with CD 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.