

CASE NO. XO-2005-0277
CD TELECOMMUNICATIONS and CENTURYTEL
CENTURYTEL'S CONTRACT ISSUES LIST

Issue	Appendix/Section	CENTURYTEL's Proposed Contract Language	CD's Proposed Contract Language
DPL # 1. SCOPE AND INTENT OF AGREEMENT	SCOPE AND INTENT OF AGREEMENT	<p>Article I, Paragraph 1</p> <p><u>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. CD agrees to negotiate reciprocal terms and conditions with CenturyTel based on this Agreement.</u></p>	
2. INFORMATION ACCESS TRAFFIC	ARTICLE II: DEFINITIONS	<p>Article II, Paragraph 1.50</p> <p><u>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</u></p>	
3. LOCAL TRAFFIC	ARTICLE II: DEFINITIONS	Article II, Paragraph 1.66	EXHIBIT A

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4. SWITCHED ACCESS SERVICE	ARTICLE II: DEFINITIONS	<u>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.</u>	Article II, Paragraph 1.96 Pursuant to applicable law, Switched Access Service traffic excludes ISP-Bound Traffic for purposes of intercarrier compensation.
5. VIRTUAL NXX TRAFFIC (VNXX TRAFFIC)	ARTICLE II: DEFINITIONS	Article II, Paragraph 1.108 <u>As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a CD'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.</u>	
6. TERM	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 2.1 Agreement shall be for a period of <u>two (2)</u> years from the Effective Date, and shall continue in full force and effect for consecutive six (6) month terms unless one Party provides the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date").	Article III, Paragraph 2.1 Agreement shall be for a period of three (3) years from the Effective Date, and shall continue in full force and effect for consecutive six (6) month terms unless one Party provides the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date").
7. POST TERMINATION ARRANGEMENTS	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 2.2.1	Article III, Paragraph 2.2.1

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8.. POST TERMINATION ARRANGEMENTS	ARTICLE III : GENERAL PROVISIONS	As if under this Agreement, if either Party has requested negotiation of a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one <u>hundred eighty (180) calendar days</u> following the Termination Date, whichever is earlier.	As if under this Agreement, if either Party has requested negotiation of a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one year following the Termination Date, whichever is earlier. Article III, Paragraph 2.2.2 If none of the above are available, the Parties shall continue under this Agreement until a new agreement becomes effective.
9.TERMINATION UPON DEFAULT	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 2.3 Either Party may terminate this Agreement in whole or in part in the event of default by the other Party; <i>provided however</i> , that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within <u>thirty (30)</u> calendar days of receipt of written notice thereof. <u>Following notice of default, the non-defaulting Party shall not be required to process new service orders until the default is timely cured.</u> Default is defined to include:	Article III, Paragraph 2.3 Either Party may terminate this Agreement in whole or in part in the event of default by the other Party; <i>provided however</i> , that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:
10.TERMINATION UPON DEFAULT	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 2.3 (b) <u>A Parties Certificate of Operating Authority has been revoked by the Commission, or</u>	
11.TERMINATION UPON DEFAULT	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 2.3 (c)	

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12. ASSIGNMENT	ARTICLE III : GENERAL PROVISIONS	<p>A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, <u>including nonpayment of Undisputed Charges, as defined in Section 4 of Article IV, within twenty (20) Business Days after the bill date</u> or the violation of any of the material terms or conditions of this Agreement.</p> <p>Article III, Paragraph 4</p> <p>Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party (which shall not be unreasonably withheld) shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, <u>and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder.</u></p>	
13. AUTHORITY	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 5</p> <p>Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, or her choosing and CD has not relied on CenturyTel counsel <u>or on representations by CenturyTel personnel not specifically contained in this Agreement, in entering into</u> this Agreement.</p>	

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<i>Issue</i>	<i>Appendix/Section</i>	<i>CENTURYTEL's Proposed Contract Language</i>	<i>CD's Proposed Contract Language</i>
14. RESPONSIBILITY FOR PAYMENT	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 6</p> <p><u>CenturyTel may charge CD and CD will pay CenturyTel a deposit before CenturyTel is required to perform under this Agreement, if CenturyTel so deems a deposit appropriate after examination of CD's payment and/or credit history. Such deposit will be calculated based on CenturyTel's estimated two-month charges to CD using CD's forecast of resale lines and unbundled loops. Deposits may be modified from time to time based on actual billing history and the credit rating of CD. Interest will be paid on the deposit in accordance with state requirements for end user deposits.</u></p>	
15. CLEC PROFILE, LEC PROFILE	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 7</p> <p><u>CLEC Profile.</u></p> <p><u>Before orders can be taken under this Agreement, the CLEC Profile in the form provided by CenturyTel must be completed by CD and returned to CenturyTel; and, if required by CenturyTel, an advanced deposit paid. Among other things, CD will provide CenturyTel with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide. CD agrees to warrant to CenturyTel that it is a certified provider of telecommunications service in the State. CD 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.</u></p>	<p>Article III, Paragraph 7</p> <p><u>LEC Profile</u></p> <p>Either party may request information to update the LEC Profile.</p>
16. ORDERING AND ELECTRONIC INTERFACE	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 9</p> <p><u>Ordering and Electronic Interface</u></p>	

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17. BILLING AND PAYMENT	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 10.1 <u>The Parties will bill each other in a timely manner.</u> Neither Party will bill the other Party for previously unbilled charges <u>for services that were provided longer ago than one (1) year or the applicable Federal or State statute of limitations, whichever is longer.</u> Each Party will provide prompt notice of any intent to bill for charges incurred more than <u>90 days</u> ado as soon as it becomes aware of the billing omission.	Article III, Paragraph 10.1 Neither Party will bill the other Party for previously unbilled charges Allegedly incurred more than six (6) months prior to the bill date. Each Party will provide prompt notice of any intent to bill for charges incurred more than 60 days ado as soon as it becomes aware of the billing omission.
18. DISPUTE	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 10.2 Disputing Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within <u>twenty (20) Business Days</u> of the bill date <u>or the dispute shall be waived, subject to any State regulatory requirements.</u> The Parties shall diligently work toward resolution of all billing issues. <u>Notwithstanding the foregoing, if Provider notifies Party of unpaid charges under Section 4 of Article IV, the dispute provisions thereof shall prevail.</u>	Article III, Paragraph 10.2 Disputing Party shall endeavor to notify the billing Party in writing regarding the nature and the basis of the dispute within six (6) months of the bill date. The Parties shall diligently work toward resolution of all billing issues.
19. DUE DATE	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 10.4 Payment is due <u>twenty (20) Business Days</u> from the bill date.	Article III, Paragraph 10.4 Payment is due forty-five (45) calendar days from the bill date.
20. AUDITS	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 10.5.1	

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21. PERCENT LOCAL USE	ARTICLE III : GENERAL PROVISIONS	<p>Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; <u>and (vi) in compliance with the audited Party's security rules.</u></p> <p>Article III, Paragraph 10.5.2 <u>10.5.2 Percent Local Use</u></p> <p><u>Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local Traffic minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding intermediary traffic. PLU requests shall be made no more frequently than every twelve (12) months. Requirements associated with PLU calculation and reporting shall be as set forth in CTOC's current PLU policy, as it is amended from time to time. 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, in lieu of the PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate Local Traffic usage compensation to be paid.</u></p>	

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22. PERCENTAGE INTERSTATE USAGE	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 10.5.3</p> <p><u>10.5.3 Percentage Interstate Usage</u></p> <p><u>In the case where CD desires to terminate its Local Traffic over or co-mingled on its switched access Feature Group D trunks, CD will be required to provide a projected Percentage Interstate Usage ("PIU") to CTOC. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in CTOC's Intrastate Access Services Tariff will apply to CD. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. 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, in lieu of the PIU and PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate local usage compensation to be paid.</u></p>	
23. TRAFFIC AUDITS	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 10.5.4</p> <p><u>10.5.4 Traffic Audits</u></p>	

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24. CAPACITY PLANNING AND FORECASTING	ARTICLE III : GENERAL PROVISIONS	<p><u>On twenty (20) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CTOC and CD shall retain records of call detail for a minimum of nine months from which a PLU and/or 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 calendar year. 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. If, as a result of an audit either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for</u></p> <p>Article III, Paragraph 12 Within thirty (30) calendar days from the effective date of this Agreement, <u>or as soon after the effective date as practicable</u>, the Parties agree to <u>meet</u> and <u>develop</u> joint planning and forecasting responsibilities which are applicable to local services, including Features, UNEs, number portability, interconnection services, Collocation, Poles, Conduits and Rights-of-Way (ROW). <u>CenturyTel may delay processing CD service orders should the Parties not perform obligations as specified in this Section 12.</u> Such responsibilities shall include but are not limited to the following:</p>	<p>Article III, Paragraph 12 Within thirty (30) calendar days from the effective date of this Agreement, , the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to local services, including Features, UNEs, number portability, interconnection services, Collocation, Poles, Conduits and Rights-of-Way (ROW). Such responsibilities shall include but are not limited to the following:</p>

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25. CAPACITY PLANNING AND FORECASTING	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 12.1</p> <p>The Parties will establish periodic reviews of network and technology plans and will notify one another no later than <u>six (6) months</u> in advance of changes that would impact either Party's provision of services.</p>	<p>Article III, Paragraph 12.1</p> <p>The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that would impact either Party's provision of services</p>
26. CAPACITY PLANNING AND FORECASTING	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 12.4</p> <p>CD shall notify CenturyTel promptly of changes greater than <u>ten percent (10%)</u> to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.</p>	<p>Article III, Paragraph 12.4</p> <p>CD shall notify CenturyTel promptly of changes greater than twenty percent (20%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. CD orders that exceed the capacity of the CD's forecast shall only be filled by CenturyTel to the extent the requested capacity is Currently Available.</p>
27. CAPACITY PLANNING AND FORECASTING	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 12.5</p> <p><u>CenturyTel reserves the right to condition the fulfillment of additional service orders on satisfactory CD fill rates in previously ordered capacity, or on CD payment for all of the additional capacity absent satisfactory fill rates.</u></p>	
28. CAPACITY PLANNING AND FORECASTING	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 12.6</p> <p><u>CenturyTel reserves the right to assess CD a stranded plant or discontinued service order charge for capacity forecast by CD but then not used by CD, to the extent that CenturyTel built the plant based on CD's order.</u></p>	

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29. CONFIDENTIAL INFORMATION	ARTICLE III : GENERAL PROVISIONS		Article III, Paragraph 14.1 Notwithstanding the foregoing, pre-orders, payment history and all orders for services or UNEs placed by CD pursuant to this Agreement, and information that would constitute customer proprietary network information of CD end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to CD end-users, whether disclosed by CD to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement is considered Confidential Information.
30. CONSENT	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 15 Where consent, <u>notice</u> , approval, mutual agreement, is required of a Party, it shall not be conditional, or unreasonably delayed or withheld	
31. FRAUD	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 16 <u>CD assumes responsibility for all fraud associated with its end-user customers and accounts. CenturyTel shall bear no responsibility for, nor is it required to investigate or make adjustments to CD's account in cases of fraud.</u>	
32. REIMBURSEMENT OF EXPENSES	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 17 <u>Reimbursement of Expenses.</u>	

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33. ARBITRATION	ARTICLE III : GENERAL PROVISIONS	<p><u>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 CD 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</u></p> <p>Article III, Paragraph 18.3</p> <p>If the negotiations do not resolve the dispute within <u>sixty (60)</u> Business Days of the initial written request, <u>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.</u></p>	<p>Article III, Paragraph 18.3</p> <p>If the negotiations do not resolve the dispute within thirty (30) Business Days of the initial written request, Either Party may submit the matter to the Commission, FCC, or court of competent jurisdiction</p>
34. ARBITRATION	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 18.3 (a)</p>	

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35. ARBITRATION	ARTICLE III : GENERAL PROVISIONS	<p><u>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</u></p> <p>Article III, Paragraph 18.3 (b) <u>Judgment upon the award rendered by the arbitrator, whether it be the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction.</u></p>	
36. ARBITRATION	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 18.4	Article III, Paragraph 18.4

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37. FORCE MAJEURE	ARTICLE III : GENERAL PROVISIONS	<p>If the issue to be resolved through the negotiations referenced in Section 18.2 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 <u>is to be submitted to binding arbitration, or upon agreement by the Parties, directly to the Commission, FCC, or court</u> shall be five (5) Business Days. <u>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).</u></p> <p>Article III, Paragraph 21</p>	<p>If the issue to be resolved through the negotiations referenced in Section 18.2 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 may be brought to the Commission, FCC, court or (if agreed upon) arbitration, shall be five (5) Business Days.</p>

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38. STANDARD PRACTICES	ARTICLE III : GENERAL PROVISIONS	<p>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, 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); <i>provided however</i>, that the Party so affected shall use diligent efforts to avoid or remove s</p> <p>Article III, Paragraph 24 The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide. CD agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement. CenturyTel will provide CD with information concerning any change; provided, however, that where a dispute arises between the Parties with respect to a conflict between the CenturyTel Service Guide and this Agreement, the terms of this Agreement shall prevail.</p>	<p>Article III, Paragraph 24 The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide. CD agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement. CenturyTel will provide CD with thirty (30) days written notice concerning any change; provided, however, that where a dispute arises between the Parties with respect to a conflict between the CenturyTel Service Guide and this Agreement, the terms of this Agreement shall prevail.</p>
39. SEVERABILITY	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 39</p>	<p>Article III, Paragraph 39</p>

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40. SUBCONTRACTORS	ARTICLE III : GENERAL PROVISIONS	<p>If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the reasonable opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties <u>shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.</u></p> <p>Article III, Paragraph 40 Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement, <u>provided that a Provider remains liable for the performance of its duties and obligation hereunder.</u></p>	<p>If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the reasonable opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, either Party may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties Renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within sixty (60) business days after such notice, either Party may invoke the Dispute Resolution provisions of this Agreement</p> <p>Article III, Paragraph 40 Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement, Party using third party subcontractor will provide written communication to the other party</p>
41. CHANGES IN LEGAL REQUIREMENTS	ARTICLE III : GENERAL PROVISIONS	<p>Article III, Paragraph 41 <u>41 Subsequent Law</u></p>	<p>Article III, Paragraph 41 41. <u>Changes in Legal Requirements.</u></p>

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SUBSEQUENT LAW		<u>The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the affected term(s) and condition(s), should one or both Parties choose to avail themselves of such law, rule, or regulation. The Dispute Resolution provisions of Article III, Section 18 shall also govern any disputes arising out of or relating to such modifications. To the extent that subsequent applicable laws, rules or regulations of Federal, State or local governmental authority require modification or negotiation of one or</u>	<u>CenturyTel and CD further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of the Parties to perform any material term of this Agreement, either Party may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within sixty (60) business days after such notice, either Party may invoke the Dispute Resolution provisions of this Agreement. No changes will be effective until incorporated by written Amendment.</u>
42. TAXES	ARTICLE III : GENERAL PROVISIONS	Article III, Paragraph 42	

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		<p>Any federal, state or local excise, sales, or use taxes (defined in Section 42.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 42.2) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes/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 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 P</p>	

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43. TAXES	ARTICLE III : GENERAL PROVISIONS	<p><u>Notwithstanding anything to the contrary contained herein, CD is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. CD 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, CD 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 CD's representations to CenturyTel concerning the status of CD's claimed tax exempt status, if any, and its impact on this Section 42 are subject to the indemnification provisions of Section 28.1, which, for purposes of this Section, are to be enjoyed by CenturyTel.</u></p> <p>Article III, Paragraph 42.2 A <u>fee/regulatory surcharge is defined as a</u> 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.</p>	
44. GENERAL	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	Article IV, Paragraph 1	Article IV, Paragraph 1

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45. LIABILITY OF CENTURYTEL	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	<p>General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate CenturyTel intrastate local, <u>toll and access</u> tariffs, <u>apply</u> to <u>retail</u> services made available by CenturyTel to CD for resale and UNEs provided by CenturyTel to CD, <u>when appropriate, unless otherwise specified in this Agreement. As applied to services or UNEs offered under this Agreement, the term "Customer" contained in the CenturyTel Retail Tariff shall be deemed to mean "CD" as defined in this Agreement</u></p> <p>Article IV, Paragraph 2 <u>Liability of CenturyTel.</u> <u>In addition to the general limitation of liability in Section 28.4 of Article III, the following shall also limit CenturyTel's liability under this Agreement.</u></p> <p><u>2.1 Inapplicability of Tariff Liability</u> <u>CenturyTel's general liability, as described in the CenturyTel local exchange or other tariffs, does not extend to CD's customers or any other third party. Liability of CenturyTel to CD 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. CenturyTel shall be liable for the individual services, facilities or elements that it separately provides to CD and shall not be liable for the integration of components combined by CD.</u></p> <p><u>2.2 CD Tariffs or Contracts</u></p>	<p>General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate CenturyTel intrastate local, tariffs, may be read to supplement the services made available by CenturyTel to CD for resale and UNEs provided by CenturyTel to CD, where CD specifically purchases such items directly from the CenturyTel tariff.</p>

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		<p><u>CD 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 CD's end-users or any third parties 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 CD of the possibility of such damages and CD shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from CD customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship with CD's end-users.</u></p> <p><u>2.3 No Liability for Errors</u> <u>CenturyTel is not liable for mistakes that appear in CenturyTel's listings, 911 and other information databases, or for incorrect referrals of end-users to CD for any ongoing CD service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, CD shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including CD's end-users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of CenturyTel or its employees or agents.</u></p>	

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46. UNAUTHORIZED CHANGES	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	<p>Article IV, Paragraph 3</p> <p><u>Unauthorized Changes</u></p> <p><u>3.1 Procedures</u></p> <p><u>If a Party submits an order for resold services, number portability or unbundled elements under this Agreement in order to provide service to an end-user that at the time the order is submitted is obtaining its local services from Provider or another LEC using CenturyTel resold services or unbundled elements, and the end-user notifies Provider that the end-user did not authorize Party to provide local exchange services to the end-user, Party must provide Provider with written documentation of authorization from that end-user within thirty (30) Business Days of notification by Provider. If Party cannot provide written documentation of authorization within such time frame, Party must within three (3) Business Days thereafter:</u></p> <p>(a) <u>direct Provider to change the end-user back to the LEC providing service to the end-user before the change to Party was made; and</u></p> <p>(b) <u>provide any end-user information and billing records Party has obtained relating to the end-user to the LEC previously serving the end-user; and</u></p> <p>(c) <u>notify the end-user and Provider that the change back to the previous LEC has been made.</u></p>	

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47. TIMELY IMPACT OF PAYMENT OF CHARGES ON SERVICE	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	<u>Furthermore, Provider will bill Party fifty dollars (\$50.00) per affected line to compensate Provider for switching the end-user back to the original LEC</u> Article IV, Paragraph 4 <u>Timely</u> Payment of Charges on Service.	Article IV, Paragraph 4 <u>Impact of</u> Payment of Charges on Service.
48. TIMELY IMPACT OF PAYMENT OF CHARGES ON SERVICE	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	Article IV, Paragraph 4.1 <u>Satisfactory current billing history is a prerequisite to the ordering of services.</u> Each Party is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations,	Article IV, Paragraph 4.1 Each Party is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations, including without limitation any and all toll charges.
49. TIMELY IMPACT OF PAYMENT OF CHARGES ON SERVICE	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	Article IV, Paragraph 4.2	Article IV, Paragraph 4.2

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50. TIMELY IMPACT OF PAYMENT OF CHARGES ON SERVICE	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	<p>If either Party fails to pay within <u>twenty (20) Business Days</u> after the bill date any and all undisputed charges billed under this Agreement, including any valid late payment charges (collectively, "Unpaid Charges"), excepting previously disputed charges for which Party may withhold payment, <u>Party shall be in Default as defined in Section 2.3 of Article III.</u></p> <p>Article IV, Paragraph 4.3</p> <p><u>Following such Default resulting from nonpayment for services within the required twenty (20) Business Days following the bill date, the billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges to the billing Party within twenty (20) Business Days, and the Parties specifically agree that no new service orders will be accepted by the billing Party until the past due balance is brought to current status. If the billed Party disputes any or all of the Unpaid Charges, it shall, within said (20) twenty Business Day notice period, deliver to the billing Party a written description of the disputed Unpaid Charges, including the specific details and reasons for the dispute, unless such reasons have been previously provided in writing, and shall immediately pay to the billing Party all undisputed Unpaid Charges. Nevertheless, the billing Party reserves the right not to provision new services if there is a substantial unpaid balance, no matter what proportion of it is disputed.</u></p>	<p>If either Party fails to pay within ninety (45) calendar days after the bill date any and all undisputed charges billed under this Agreement, including any valid late payment charges (collectively, "Unpaid Charges"), excepting previously disputed charges for which Party may withhold payment,</p> <p>Article IV, Paragraph 4.3</p> <p>The billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges within fourteen (14) Business Days after receipt of the notice. The Parties expressly agree that as an exception to Article III, Section 31("Notices"), the 14-business day notification required in the preceeding sentence may be made vai facsimile or eletronic messaging system (e-mail), and if either such method is used, receipt shall be effective at the time such transmission has been made (provided the Party providing notice retains proof that such notice was received and such method is accompanied by written notice sent via Overnight Mail).</p>

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51. TIMELY IMPACT OF PAYMENT OF CHARGES ON SERVICE	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	<p>Article IV, Paragraph 4.4 If the Parties are unable, within <u>said twenty (20)</u> Business Days , <u>following notice of Default</u> to resolve issues related to the disputed charges, then either Party may invoke the Dispute Resolution provisions contained in article III, Section 18 of this Agreement. If, upon resolution of any dispute hereunder, it is determined that the billed Party owes payment, such Party shall make payment to the billing Party together with any late payment charges under Article III, Section 10.3, from the original payment due date. If it is determined that the billed Party owes no payment, but has previously paid, then the billing Party shall credit such payments including any late payment charges.</p>	<p>If the billed party disputes the billed charges, it shall, within said fourteen (14) day period advise the billing Party in writing as to which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to the billing Party all undisputed charges.</p> <p>Article IV, Paragraph 4.4 If the Parties are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either Party may invoke the Dispute Resolution provisions contained in article III, Section 18 of this Agreement. If, upon resolution of any dispute hereunder, it is determined that the billed Party owes payment, such Party shall make payment to the billing Party together with any late payment charges under Article III, Section 10.3, from the original payment due date. If it is determined that the billed Party owes no payment, but has previously paid, then the billing Party shall credit such payments including any late payment charges , plus an amount equal to 5% of the amont claimed as an administrative fee to compensate the billed Party for having to dispute the improper charge.</p>

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52. TIMELY IMPACT OF PAYMENT OF CHARGES ON SERVICE	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	<p>Article IV, Paragraph 4.5</p> <p><u>If CD fails to pay any undisputed Unpaid Charges, CD shall, at its sole expense, during the twenty (20) Business Days Default notice period provided in Section 4.3 notify its end-users pursuant to it's obligations imposed by Missouri Public Service Commission Rule 4 CSR 240-32.120, that their service may be disconnected for CD's failure to pay Unpaid Charges, and that its end-users must select a new provider of local exchange services.</u></p>	
53. TIMELY IMPACT OF PAYMENT OF CHARGES ON SERVICE	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	<p>Article IV, Paragraph 4.6</p>	<p>Article IV, Paragraph 4.6</p>

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54. TIMELY IMPACT OF PAYMENT OF CHARGES ON SERVICE	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	<p><u>Upon CD's failure to pay all undisputed Unpaid Charges within the twenty (20) Business Days Default notice period in Section 4.3, CenturyTel may discontinue service to CD and terminate this Agreement, and shall have no liability to CD or CD's end-users in the event of such disconnection. If CD fails to provide notification under Section 4.5 or any of CD's end-users fail to select a new provider of services within the applicable time period, CenturyTel, in its discretion, may provide local exchange services to CD's end-users under CenturyTel's applicable end-user tariff at the then current charges for the services being provided, subject to any local rules. In this circumstance, otherwise applicable service establishment charges will not apply to CD's end-user, but will be assessed to CD.</u></p> <p>Article IV, Paragraph 4.7 <u>Notwithstanding the foregoing, the notice provisions of this Section 4 shall be subject to the requirements of the applicable regulatory body.</u></p>	<p>Subject to the requirements of this Agreement with respect to dispute resolution, default, and termination, the following process will apply in instances where the billed Party fails to pay any undisputed Unpaid Charges:</p> <p>a. The billing Party may discontinue service to the billed Party for the service or element unpaid, should the failure to pay the undisputed chartes as provided in this Section 4 continue for more than ninety (90) consecutive days after receipt of sufficient written notice.</p>
55. UNLAWFUL USE OF SERVICE	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	Article IV, Paragraph 5	

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

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56. PROVISIONS FOR PREORDERING, ORDERING, PROVISIONING, ETC	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	<p>Article IV, Paragraph 7</p> <p>Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by the CenturyTel Service Guide. <u>In accordance with Article III, Section 7, CenturyTel will not process resale or unbundled network element orders until the CLEC Profile has been completed and returned; and, if required, an advanced deposit paid.</u></p>	<p>Article IV, Paragraph 7</p> <p>Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by the CenturyTel Service Guide. Except as provided for in Article III, Section 9, the Parties agree that they will use a manual service order process throughout the term of the contract and that there will be no charge for such service.</p>
57. FEDERAL UNIVERSAL SERVICE CHARGE	ARTICLE IV : GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	<p>Article IV, Paragraph 10</p> <p><u>Federal Universal Service Charge</u> <u>The Federal Universal Service Charge (FUSC) is an end-user charge that allows local exchange carriers to recover the costs of their universal service contributions from their customers.</u> <u>10.1 Universal Service Fund.</u></p>	

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		<p><u>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 this Federal Universal Service Charge to CenturyTel are those reseller customers who themselves contribute to the FUSE, or who otherwise qualify for an exemption under the FCC's universal service rules. The FCC obligates underlying carriers to obtain a signed statement from a reseller customer that it is reselling the services provided by the underlying carrier in the form of telecommunications, and will, in fact, contribute directly to the FUSE. If the reseller customer does not provide this statement, or certifies that it is exempt from remitting the FUSC, CenturyTel must report the revenues obtained from provision of service to the reseller customer as end user revenues, for FUSE contribution purposes, and is permitted to assess a FUSC on such customer.</u></p>	

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58. SERVICE COVERED BY ARTICLE V	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p><u>Appended to this Agreement as APPENDIX D is the form for CD'S CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS. CD is obligated to complete this form at the time it orders service from CenturyTel. In addition, CD 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 FUSE contribution purposes. It is expressly understood and agreed that the CD provision to CenturyTel of evidence of its making adequate payments into the Universal Service Fund and CD representations to CenturyTel in connection therewith are subject to the indemnification provisions of Section 28.1, which, for purposes of this Section, are to be enjoyed by CenturyTel.</u></p> <p>Article V, Paragraph 1.1</p>	Article V, Paragraph 1.1

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59. SERVICE REQUESTS	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) between CenturyTel and CD, or by CD to CenturyTel and the transport, termination and billing of Local Traffic <u>between the Parties</u>. The services and facilities described in this Article V shall be referred to as the "Services." <u>Traffic not meeting the definition of Local Traffic is not subject to this Agreement. CenturyTel reserves the right to otherwise seek compensation for such non-Local Traffic including the imposition of access charges where appropriate</u></p> <p>Article V, Paragraph 1.2</p>	<p>This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) between CenturyTel and CD, or by CD to CenturyTel and the transport, termination and billing of Local Traffic and ISP-Bound Traffic, EAS, ECC, IntraLATA Toll, Transit Traffic, optional EAS traffic and jointly provided Interexchange Carrier (IXC) access between CenturyTel and CD. The services and facilities described in this Article V shall be referred to as the "Services."</p> <p>Article V, Paragraph 1.2</p>

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60. SERVICE REQUESTS	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 1.2 (a)</p> <p><u>Orders for trunk-side Local Traffic interconnection services shall be initiated by CD sending an ASR to CenturyTel, as described in the CenturyTel Service Guide. CenturyTel will review the ASR for validation and correction of errors. Errors will be referred back to CD. CD will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR.</u></p>	<p>CD initiates orders for interconnection services by sending an ASR to CenturyTel. The ordering process is described in the CenturyTel Service Guid. The ASR will be reviewed by CenturyTel within one business day for validation and identification of errors. Any errors will be clearly identified and referred back to CD on a single ASR response. CD then will correct any errors that CenturyTel as identified and resubmit the request to CenturyTel through a supplemental ASR. While installation time line will vary considerable, based on the configuration, CenturyTel will work with CD in all circumstances to install Ips within fifteen calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with the Act.</p>

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61. SERVICE REQUESTS	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	Article V, Paragraph 1.2 (b) <u>CD must comply with the Capacity Planning and Forecasting provisions of Section 12 of Article III and Section 5 of this Article V before CenturyTel will process the CD's ASR for interconnection Services.</u>	
62. BILLING AND RATES	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	Article V, Paragraph 2.1 <u>CD 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</u>	Article V, Paragraph 2.1 CD will order services directly from CenturyTel via E-Mail, United States Mail or facsimile. The following describes generally the processes CenturyTel will use for ordering, provisioning and billing for interconnection facilities and services. The CenturyTel Guid provides additional guidelines for service ordering, provisioning, billing and maintenance.
63. TRANSPORT AND TERMINATION OF TRAFFIC	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	Article V, Paragraph 3.1	Article V, Paragraph 3.1

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64. COMPENSATION FOR LOCAL EXCHANGE OF TRAFFIC	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>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 <u>promptly</u> notify each other <u>in writing</u> of any anticipated change in traffic to be exchanged, in terms of e.g., traffic type, volume.</p> <p>Article V, Paragraph 3.2 Compensation For <u>Local</u> Traffic</p>	<p>The Parties shall reciprocally terminate Local Traffic, ISP-Bound Traffic, EAS, ECC, IntraLATA Toll, optional EAS and jointly provided IXC traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in 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.</p> <p>Article V, Paragraph 3.2 Compensation For Exchange of Traffic</p>
65. COMPENSATION FOR LOCAL EXCHANGE OF TRAFFIC	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 3.2.1</p>	<p>Article V, Paragraph 3.2.1</p>

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66. BILL AND KEEP	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p><u>Local Mutual Compensation.</u> 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 <u>Section 3.2.2 of this Article, subject to any applicable regulatory conditions, such as a State exempt factor, if any.</u> 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.</p> <p>Article V, Paragraph 3.2.2</p>	<p><u>Mutual Compensation.</u> The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with This Article. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.</p> <p>Article V, Paragraph 3.2.2</p>

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67. BILL AND KEEP	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p><u>Bill and Keep.</u> The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once a quarter. <u>Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic.</u> 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, <u>excluding Local Traffic that is also Information Access Traffic</u>, 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.</p> <p><u>Local Traffic that is also Information Access Traffic will remain subject to Bill-and-Keep.</u></p> <p>Article V, Paragraph 3.2.3</p>	<p>3.2.2</p> <p>Article V, Paragraph 3.2.3</p>

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68. VNXX TRAFFIC	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>3.2.2</p> <p>Article V, Paragraph 3.2.4 <u>VNXX Traffic.</u></p> <p>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.</p>	<p><u>The Parties will exchange ISP-Bound traffic, and any compensation due between the Parties in connection with the exchange of ISP-Bound Traffic minutes shall be exchanged in accordance with the FCC's Order on Remand and Report and Order in CC Dockets Nos. 96-98 and 99-68, as released on April 27, 2001 (hereinafter "ISP Remand Order"), the FCC's Order in Core October, 2004, and other provisions of Applicable Law.</u></p>
69. TRANSPORT	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 3.2.5 <u>Transport</u></p>	

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70. NETWORK INTERCONNECTION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p><u>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.</u></p> <p><u>3.2.5.1 Transport of Local Traffic</u></p> <p><u>Each Party shall be responsible for facilities and transport of Local Traffic between a Party's Central Office Switch and the POI where the POI is located within the same CenturyTel exchange as the CenturyTel Central Office.</u></p> <p><u>3.5.2.2 Termination.</u></p> <p><u>Termination includes the tandem switching of Local Traffic at the terminating carrier's end office switch. Termination rates are set forth in Appendix A.</u></p> <p><u>3.5.2.3 Compensation for Terminating Access Charges on Calls to Ported Numbers.</u></p> <p><u>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.</u></p> <p>Article V, Paragraph 4.1 <u>Direct Network Interconnection Architecture</u></p>	Article V, Paragraph 4.1

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71. NETWORK INTERCONNECTION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p><u>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 as specified on 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. Where the Parties mutually agree following a BFR to directly interconnect their respective networks, interconnection will be as specified in the following subsections. 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.</u></p> <p>Article V, Paragraph 4.1.1 (b) <u>A virtual or physical Collocation arrangement at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs.</u></p>	<p>CD will establish one Interconnection Point per LATA. CD may interconnect with CenturyTel on its network at any technically feasible point in the LATA, and for CenturyTel originated traffic may determine that the Interconnection Point is a CD switch within the LATA. Each Party is responsible for delivering its originating traffic, including without limitation Local Traffic and ISP-Bound Traffic, to the Interconnection Point, and for providing necessary equipment, facilities, engineering, and maintenance on its side of the Interconnection Point.</p> <p>Interconnection at additional points will be reviewed on an individual case basis, and the Parties may mutually agree to establish additional Interconnection Points.</p> <p>Article V, Paragraph 4.1.1 (b) (a) Its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where CD has spare fiber cable in an existing collocation space, CD may establish interconnection by terminating such fiber cable to CenturyTel fiber optic terminal (FOT).</p>

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72. NETWORK INTERCONNECTION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	Article V, Paragraph 4.1.1 (c) (a) <u>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.</u>	Article V, Paragraph 4.1.1 (c) A special access and/or CD Dedicated Transport (and Interoffice Dedicated Transport) arrangement terminating at a CenturyTel Wire Center. Or Tandem. The Parties agree that charges for such trunks, trunk ports and facilities are Commission-approved, TELRIC-compliant rates set forth set forth in Exhibit XX to this Agreement.
73. NETWORK INTERCONNECTION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	Article V, Paragraph 4.1.2 <u>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</u>	Article V, Paragraph 4.1.2 CD will designate the Interconnection Point at a location of its choosing, subject to the single constraint of technical feasibility, and the requirement that the Parties exchange traffic at a Apoint of Interconnection within the LATA.
74. NETWORK INTERCONNECTION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	Article V, Paragraph 4.1.3 <u>The Parties shall make available to each other two-way trunks for the reciprocal exchange of Local Traffic.</u>	
75. NETWORK INTERCONNECTION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	Article V, Paragraph 4.1.4	

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76. NETWORK INTERCONNECTION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p><u>Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Information Access Traffic.</u></p> <p>Article V, Paragraph 4.1.5</p> <p><u>CD 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.</u></p>	
77. NETWORK INTERCONNECTION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 4.1.6</p> <p><u>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.</u></p>	
78. NETWORK INTERCONNECTION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 4.1.7</p> <p><u>If CD 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.</u></p>	

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79. INTERCONNECTION FACILITY COMPENSATION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	Article V, Paragraph 4.2	Article V, Paragraph 4.2 The Parties agree to the following compensation for internetwork facilities, depending on facility type. Only Local Traffic, ISP-Bound and IntraLATA Toll Traffic will be used for calculation of this compensation.
80. INTERCONNECTION FACILITY COMPENSATION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	Article V, Paragraph 4.2.1 <u>4.2.1 Mid Span Fiber Meet: CenturyTel will charge special access (flat rated and/or switched access charges from the applicable access tariff and will rate charges between the IP and CenturyTel's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel, excluding Local Traffic that is also Information Access Traffic ("CenturyTel Originated Local Traffic Factor"). The initial CenturyTel Originated Local Traffic Factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree.</u>	Article V, Paragraph 4.2.1 Mid-Span Fiber or Copper Meet: CenturyTel will charge (flat rated) transport at the rates for unbundled transport set forth in this Agreement (regardless of whether CD is collocated) and will rate charges between the IP and CenturyTel's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. CD will charge flat rated transport to CenturyTel for CD facilities used by CenturyTel at tariffed rates or as mutually agreed. CD will apply charges based on the lesser of; (i) the airline mileage from the IP to the CD switch; or (ii) the airline mileage from the CenturyTel switch to the serving area boundary.

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81. COLLOCATION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC		<p>Article V, Paragraph 4.2.2</p> <p>Collocation: CenturyTel will charge Virtual or Physical rates in Appendix F-1. CD will charge CenturyTel flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel. CD will apply charges based on the lesser of (i) the airline mileage from the IP to the CD switch; or (ii) two (2) times the airline mileage from the CenturyTel switch to the serving area boundary.</p>
82. SPECIAL ACCESS	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 4.2.3</p> <p><u>4.2.1 Special Access: CenturyTel will charge special access and/or switched access rates from the applicable CenturyTel access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel, excluding Local Traffic that is also Information Access Traffic ("CenturyTel Originated Local Traffic Factor"). The initial CenturyTel Originated Local Traffic Factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree.</u></p>	<p>Article V, Paragraph 4.2.3</p> <p>Special Access and/or CD Dedicated Transport and Interoffice Dedicated Transport: CenturyTel will charge based upon the rates for unbundled transport facilities set forth in this Agreement (regardless of whether CD is collocated).</p>

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83. TANDEM SWITCHING	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 4.3</p> <p>The Parties will provide Tandem Switching for <u>Local</u> Traffic between the Parties' end offices subtending each other's access Tandem, as follows:</p>	<p>Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.</p>
84. THIRD PARTY PROVIDERS	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 4.3.5</p> <p>4.3.5 <u>The Parties agree to enter into their own agreements with third-party providers. In the event that CD sends traffic through CenturyTel's network to a third-party provider with whom CD does not have a traffic interexchange agreement, then CD agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.</u></p>	
85. TANDEM TRANSIT TRAFFIC AND COMPENSATION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 4.4</p> <p><u>Tandem Transit Traffic and Compensation</u></p>	

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86. TANDEM TRANSIT TRAFFIC AND COMPENSATION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 4.4.1</p> <p>4.3.1 <u>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.</u></p>	
87. TANDEM TRANSIT TRAFFIC AND COMPENSATION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 4.4.2</p>	<p>Article V, Paragraph 4.4.2</p>

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88. TANDEM TRANSIT TRAFFIC AND COMPENSATION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>4.4.2 <u>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 DS1 measurement definition based on busy hour logic or agree to use any Industry standard that may be established.</u></p> <p>Article V, Paragraph 4.4.3</p> <p>4.4.3 <u>CD shall pay CenturyTel for Transit Service that CD 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.</u></p>	<p>CD shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits CenturyTel's Tandem Office for a period of greater than three (3) consecutive months and when such traffic exceeds the DS3 traffic level for the specified three (3) month period. If CD does not enter into the above referenced arrangement within 180 days of reaching the specified volume for a three (3) month period with relevant third party carriers, then CenturyTel may, request that CD establish direct interconnection with the specified third party carrier.</p>
89. TANDEM TRANSIT TRAFFIC AND COMPENSATION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 4.4.4</p>	

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90. TANDEM TRANSIT TRAFFIC AND COMPENSATION-THIRD PARTY PROVIDERS	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>4.4.4 <u>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.</u></p> <p>Article V, Paragraph 4.5</p> <p>4.5 <u>The Parties agree to enter into their own agreements with third-party providers. In the event that CD sends traffic through CenturyTel's network to a third-party provider with whom CD does not have a traffic interexchange agreement, then CD agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.</u></p>	
91. TRUNKING	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 5</p> <p>In accordance with Article III, Section 12, it will be necessary for the Parties to have met and agreed on trunking, <u>forecasting</u>, availability and requirements in order for the Parties to begin exchange of traffic.</p>	
92. TRUNKING	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	Article V, Paragraph 5.1.1	Article V, Paragraph 5.1.1

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93. TRUNKING	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>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. <u>The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic, or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.</u></p> <p>Article V, Paragraph 5.1.2</p> <p><u>CD shall make available to CenturyTel trunks over which CenturyTel shall terminate to end-users of CD-provided Exchange Services and Local Traffic originated from end-users of CenturyTel-provided Exchange Service.</u></p>	<p>The Parties will establish two one-way trunk groups for the delivery of Local Traffic, ISP-Bound Traffic, and intraLATA toll originated by each Party and destined for termination to end users of the other Party. Each Party will be responsible for its own expenses associated with the trunks</p>
94. TRUNKING	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 5.1.3</p>	<p>Article V, Paragraph 5.1.3</p>

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95. TRUNKING	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p><u>CD and CenturyTel shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. CD and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic. CenturyTel requires separate trunk groups from CD to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs.</u></p> <p>Article V, Paragraph 5.1.3.2 <u>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.</u></p>	<p>Each Party shall establish a separate two-way trunk group for the delivery of InterLATA, Switched Access Services to IXCs, optional EAS traffic, and Transit Traffic/Tandem Transit Traffic, unless it is mutually agreed to utilize one-way trunks.</p>
96. TRUNKING	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC		<p>Article V, Paragraph 5.1.4 End-Office Trunking. The Parties will work cooperatively, and subject to mutual agreement, to establish high volume end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a CD end office and a CenturyTel end office.</p>
97. PLU FACTORS	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 5.1.5</p>	<p>Article V, Paragraph 5.1.5</p>

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98. TRUNK FORECASTING	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p><u>Upon request</u>, the Parties will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Traffic and carried on local interconnection trunks. The parties agree to the initial PLU factor as set forth in Appendix A.</p> <p>Article V, Paragraph 5.2.1</p> <p>The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 12, <u>and as a condition to CenturyTel's processing of CD interconnection services ASRs under Section 1.1.</u> Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:</p>	<p>the Parties will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Traffic and ISP-Bound Traffic carried on local interconnection trunks, subject to the audit provisions in Article III Section 10.5.2. . ISP-Bound traffic shall be treated as local traffic for the purposes of PLU calculation. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix A.</p>
99. TRUNK FACILITY UNDERUTILIZATION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC		Article V, Paragraph 5.3

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100. JOINT TRUNK PLANNING	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 5.4 Joint Trunk Planning Criteria</p> <p>In order to facilitate sound and economical network planning and provisioning, CenturyTel deployment of trunks for CD use may be conditioned on (i) fill factors for trunks previously deployed for the CD; (ii) compensation arrangements to reflect CenturyTel's and the CD's proportionate use of the trunking; (iii) a stranded plant or special construction termination charge to CD for not utilizing the ordered trunking for the forecasted duration; and (iv) whether the CD ordered trunking is Currently Available.</p>	<p>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, CenturyTel will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the Customer for possible, mutually agreed-upon network efficiency adjustment.</p>

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101. INTERCONNECTION CALLING AND CALLED SCOPES	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 5.6</p> <p><u>Interconnection Calling and Called Scopes for Access Tandem Interconnection and End Office Interconnection.</u></p> <p><u>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.</u></p> <p><u>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.</u></p>	
102. INDIRECT NETWORK INTERCONNECTION	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 6</p> <p><u>Indirect Network Interconnection</u></p> <p><u>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.</u></p> <p><u>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.</u></p>	

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103. RATE CENTERS	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>6.3 <u>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.</u></p> <p>6.4 <u>Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except at provided for in Section 4.4.5.</u></p> <p>Article V, Paragraph 7.2 <u>Rate Centers.</u></p> <p><u>For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, CD shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements.</u></p>	
104. ROUTING POINTS	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 7.3</p>	Article V, Paragraph 7.3

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105. LOCAL NUMBER PORTABILITY (LNP)	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>CD will also designate a Routing Point for each assigned NXX code. CD may designate one location within each <u>Rate Center as a Routing Point for the NPA/NXX associated with that Rate Center; alternatively, CD 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 CD within an existing CenturyTel Local Calling Area and LATA. Notwithstanding the foregoing, CenturyTel may determine the correct Rate Center for each CD NXX code in accordance with Section 3.2.6, 3.2.7 and 3.2.8</u></p> <p>Article V, Paragraph 8.1.2</p> <p><u>8.1.2 The CenturyTel rates for CD service using LNP service are set out in Appendix B attached to this Agreement and made a part hereof. CD shall provide LNP to CenturyTel at the rates specified for CD in Appendix B.</u></p>	<p>CD will also designate a Routing Point for each assigned NXX code. CD may designate one location within each LATA as a Routing Point for each NPA-NXX</p>
106. LOCAL NUMBER PORTABILITY (LNP)	ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC	<p>Article V, Paragraph 8.1.4</p> <p><u>8.1.4 LNP will not be allowed where traffic is being exchanged through an indirect connection.</u></p>	
107. ORDERING AND BILLING	ARTICLE VI: RESALE OF SERVICES	<p>Article VI, Paragraph 3.2.2</p>	

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108. NONRECURRING CHARGES	ARTICLE VI: RESALE OF SERVICES	<p>3.2.2 <u>CD 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 CD for all Services ordered.</u></p> <p>Article VI, Paragraph 3.4</p> <p>CD shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as listed in Appendix C. In addition, NRCs for Field Service work (<u>Construction, extraordinary</u> Installation/Repair requiring on site visits) will be charged from the appropriate tariff. <u>No resale or other discount applies to nonrecurring charges.</u></p>	
109. ORIGINATING LINE NUMBER SCREENING	ARTICLE VI: RESALE OF SERVICES	<p>Article VI, Paragraph 3.7</p> <p>Upon request <u>and when CenturyTel is technically able to provide and bill the Service,</u> 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).</p>	
110. SERVICES AVAILABLE FOR RESALE	ARTICLE VI: RESALE OF SERVICES	<p>Article VI, Paragraph 5.1 (b)</p>	

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111. OTHER SERVICES AVAILABLE FOR RESALE	ARTICLE VI: RESALE OF SERVICES	<p><u>Access to long distance carriers. CD 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 CD assumes full responsibility for such obligations, while also agreeing that these undertakings include the indemnification provisions of Section 28.1 of Article III, which, for purposes of this subsection, are to be enjoyed by CenturyTel.</u></p> <p>Article VI, Paragraph 5.2</p> <p>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 CD 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 CD for resale under the same terms and conditions contained in this Agreement <u>and required by the Act.</u></p>	
112. RESPONSIBILITY FOR MISCELLANEOUS CHARGES	ARTICLE VI: RESALE OF SERVICES	<p>Article VI, Paragraph 6</p> <p><u>Responsibility for Miscellaneous Charges by CD's Customer</u></p>	

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113. GENERAL	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p><u>CD shall be responsible for the payment of any and all charges incurred by CD's customer from using the following types of services, where CD has not requested blocking of said services or where blocking of said services is not available:</u></p> <p><u>(a) Casual use charges</u> <u>(b) CLASS features charges; and</u> <u>(c) Casual dial-around long distance charges</u></p> <p>Article VII, Paragraph 1 <u>The purpose of this Article VII is to define the UNEs that may be leased by CD from CenturyTel. Unless otherwise specified in this Agreement, the CenturyTel Service Guide will govern the provisioning of unbundled network arrangements will be governed by the CenturyTel Service Guide. Upon request, CenturyTel will provide and provision UNEs and any related services if it is Currently Available and technically feasible to do so in the of central office where requested and in accordance with the provisions of Section 251 of the Act and any subsequent rulings and/or orders applicable thereto.</u> <u>Note that the availability of all UNEs listed in this section is dependant upon findings made by the FCC or the Commission from time to time that requesting carriers are impaired without access to the UNE.</u> CenturyTel will provide UNE offerings pursuant to this Article to the extent required by Applicable Law.</p>	
114. CONNECTION TO UNBUNDLES NETWORKS	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>Article VII, Paragraph 2.3</p>	

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115. NONRECURRING CHARGES	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p><u>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.</u></p> <p>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. <u>CenturyTel will provide CD with the same features, functions and capabilities of a particular element that CenturyTel provides itself, and CD may interconnect at any technically feasible point on the CenturyTel network, as explained in this Agreement.</u></p> <p>Article VII, Paragraph 3.3 CD shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to UNEs purchased by CDAs listed in Appendix D. <u>In addition, NRCs for Field Service work (Installation/Repair requiring on site visits) not identified in Appendix D will be charged from the appropriate tariff.</u></p>	
116. LOOP CONDITIONING	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>Article VII, Paragraph 5.4 CD may also require that the analog loops ordered above be conditioned in order for them to provide the end user service. <u>Types of</u> conditioning are: Type C, Type DA, and Improved C. The price for such conditioning shall</p>	<p>Article VII, Paragraph 5.4 CD may also require that the analog loops ordered above be conditioned in order for them to provide the end user service. Examples of this conditioning are: Type C, Type DA, and Improved C. The price for such conditioning shall</p>

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117. LOOP TESTING	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>Article VII, Paragraph 5.5.4</p> <p>5.5.4 If CD leases loops which are conditioned to transmit digital signals, as a part of that conditioning, CenturyTel will test the loop and <u>report digital signaling capability</u> to CD. In maintenance and repair cases, if loop tests are taken, CenturyTel will provide any recorded readings to CD at time the trouble ticket is closed in the same manner as CenturyTel provides to itself and its end-users.</p>	<p>Article VII, Paragraph 5.5.4</p> <p>5.5.4 If CD leases loops which are conditioned to transmit digital signals, as a part of that conditioning, CenturyTel will test the loop and provide recorded test results to CD. In maintenance and repair cases, if loop tests are taken, CenturyTel will provide any recorded readings to CD at time the trouble ticket is closed in the same manner as CenturyTel provides to itself and its end-users.</p>
118. UNBUNDLED LOOP FACILITY QUALIFICATION	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>Article VII, Paragraph 5.7</p>	

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119. UNBUNDLED LOOP FACILITY QUALIFICATION	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>If CD plans to deploy service enhancing technologies (e.g. ADSL, HDSL, ISDN, etc.) over unbundled Copper Loops that would foreseeably potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, CD 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 CD 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 <u>six (6)</u> months of the date of facility qualification) to deploy such technology, CenturyTel will so advise CD and CD shall not be permitted to deploy such service enhancing technology. If CD disagrees with CenturyTel's determination, the Parties will jointly review the basis for CenturyTel's decision and attempt to mutually resolve the disag</p> <p>Article VII, Paragraph 5.7.4</p>	<p>Article VII, Paragraph 5.7.4</p>

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120. SUBLOOPS	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>If CD fails to notify CenturyTel of its plans to deploy service enhancing technology over an unbundled analog voice grade Copper Loop or CD fails to properly order an unbundled digital loop and obtain prior qualification from CenturyTel for the facilities, and CD'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 CD and CD will <u>immediately remove such service enhancing technology and shall reimburse CenturyTel for all incurred expense related to this</u> interference.</p> <p>Article VII, Paragraph 5.8.1</p>	<p>If CD fails to notify CenturyTel of its plans to deploy service enhancing technology over an unbundled analog voice grade Copper Loop or CD fails to properly order an unbundled digital loop and obtain prior qualification from CenturyTel for the facilities, and CD's deployment of such technology is determined to have caused unreasonable interference with existing or planned service enhancing technologies deployed by CenturyTel or other CLECs in the same cable sheath, CenturyTel will notify CD and CD will without delay, take action to remediate such interference.</p> <p>Article VII, Paragraph 5.8.1</p>

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120. SUBLOOPS	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>5.8.1 <u>The subloop is a network element defined as a transmission facility between any portion of the loop that is technically feasible to access at terminals in CenturyTel's outside plant and the end-user customer premises. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing the splice case to reach the wire within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the remote terminal and the feeder distribution interface. CenturyTel will provide unbundled access to all subloop components used for access to multiunit premises. For non-multiunit premises, CenturyTel will provide unbundled access to the 2- and 4-wire copper distribution components of Hybrid Loops.</u></p> <p>Article VII, Paragraph 5.8.2 <u>CenturyTel will provide subloop UNEs on a case by-case basis pursuant to a BFR.</u></p>	<p>CenturyTel will provide as separate items the loop distribution, loop concentrator and loop feeder.</p>
121. LOCAL SWITCHING AND PORT ELEMENTS	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>Article VII, Paragraph 6.1 Not included as part of this Agreement. <u>Must be negotiated as part of a Commercial Service Agreement.</u></p>	<p>Article VII, Paragraph 6.1 Not included as part of this Agreement. = Upon request of CD, the terms and conditions for access to Port and Local Switching Elements will be negotiated by the Parties.</p>

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122. TRANSPORT ELEMENT UNE's	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>Article VII, Paragraph 7.1</p> <p><u>7.1 Dedicated Transport, Dedicated Transport is a UNE that is dedicated to a single requesting carrier for the purpose of transporting Qualifying Services between designated CenturyTel switches or central offices. Dedicated Transport is a dedicated UNE that has no switching components. CD Dedicated Transport can be purchased in bandwidth increments of DS0, DS1 or DS3.</u></p>	<p>Article VII, Paragraph 7.1</p> <p>Dedicated Transport is transmission facilities, including all Technically Feasible capacity related services including, but not limited to, DS1, DS3, and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by CenturyTel or requesting telecommunications carriers. Dedicated Transport may extend, for example, between two CenturyTel switches or from a CenturyTel switch to a CD switch or location. In providing Dedicated Transport, CenturyTel shall provide CD with exclusive use of all technically feasible facilities, features, functions, and capabilities, and shall do so on a non-discriminatory basis.</p>
123. DEDICATED TRANSPORT	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>Article VII, Paragraph 7.1.2</p> <p><u>7.1.2 CD Dedicated Transport is the dedicated transport facility connecting the CenturyTel switch. The Customer Designated Location (CDL) will be the designated location where the CD's physical network begins.</u></p>	

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124. SHARED TRANSPORT	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>7.1.2.1 <u>This UNE includes the equipment required to terminate the interoffice facility within requesting CD's CDL and within the CenturyTel Serving Wire Center (SWC). The product also includes the transport facility between the two locations. CD</u> Dedicated Transport is a <u>dedicated UNE which</u> has no switching components. CD Dedicated Transport can be purchased in bandwidth increments of DSO, DS1, DS3, and OCn, at rates outlined in Appendix D.</p> <p>7.1.2.2 <u>CD Dedicated Transport consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements that vary by bandwidth.</u></p> <p>7.1.2.3 <u>Interoffice Dedicated Transport is the Dedicated Transport facility connecting two CenturyTel SWCs or offices. Interoffice Dedicated Transport excludes the facilities between the Serving Wire Center (SWC) and the CDL. Interoffice Dedicated Transport is a dedicated UNE which has no switching components. Interoffice Dedicated Transport can be purchased at the bandwidth levels of DSO, DS1, DS3 and OCn, at rates outlined in Appendix D.</u></p> <p>Article VII, Paragraph 7.2 <u>(Shared (also known as CommonTransport) is not a UNE and should NOT be included in Agreement.)</u></p>	<p>Article VII, Paragraph 7.2</p> <p>Shared Transport.</p>

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			<p>Shared Transport (also known as Common Transport) is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end-user dialed digits and routes the call over a Shared Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end-user (CenturyTel end-user or CD end-user), and are referred to as "Shared Transport Facilities."</p> <p>7.2.1.1 Many calls riding shared transport facilities will also be switched by CenturyTel's access tandem. This tandem switching function is included as a rate component of Shared Transport, as set forth in Appendix A.</p>

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			<p>7.2.1.2 The rating of Shared Transport is based upon the duration of a voice grade (or DSO) call on CenturyTel's network. Shared Transport is comprised of three billing components: (1) Transport Facility per ALM (usage and distance sensitive); (2) Transport Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is implemented for generating AMA recordings that identify tandem routed local calls, the parties will use a Shared Transport composite rate using the Tandem Switching rate, two (2) terminations, and an assumed Facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.</p> <p>7.2.1.3 CenturyTel's responsible for the sizing of the Shared Transport network. All analysis, engineering, and trunk augmentations to Common Transport Trunk Groups will be the sole responsibility of CenturyTel. To ensure that the network is appropriately sized, CenturyTel may request traffic forecasts from the CD requesting unbundled local switching. These forecasts must be provided to CenturyTel on a quarterly basis, with a 12 month outlook.</p>

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125. COMBINATION OF UNE's	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>Article VII, Paragraph 10.1 <u>In General.</u> CenturyTel will provide CD with combinations of UNEs upon request, and will convert existing services to combinations of unbundled Loop and Transport UNEs, <u>subject to the restrictions in this section.</u> The rate for any such combinations shall be the sum of the individual element rates contained in Appendix D.</p>	<p>7.2.1.4 CenturyTel provides shared transport between CenturyTel end offices or between a CenturyTel end office and the IP of a connecting telecommunications company. Shared transport will include tandem switching if CenturyTel's standard network configuration includes tandem routing for traffic between these points.</p> <p>Article VII, Paragraph 10.1 <u>In General.</u> CenturyTel will provide CD with combinations of UNEs upon request, and will convert existing services to combinations of unbundled Loop and Transport UNEs, <u>In accordance with Applicable Law. There are no qualification or certification requirements in connection with such access or conversion.</u> The rate for any such combinations shall be the sum of the individual element rates contained in Appendix D.</p>
126. COMBINATION OF UNE's	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>Article VII, Paragraph 10.2 <u>Eligibility Criteria for Certain UNE Combinations</u> <u>Combinations of high capacity (DS1 and above) unbundled Transport and/or Loop UNEs are subject to eligibility criteria. First, each individual UNE ordered in the combination must carry a Qualifying Service. In addition, the Loop/Transport combination must meet the following criteria:</u> <u>(a) State certification to provide local voice service, or proof of registration, tariff, and compliance filings;</u></p>	

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127. COMMINGLING	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p><u>(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);</u></p> <p><u>(c)Each circuit must have 911/E911 capability prior to the provision of service over that circuit;</u></p> <p><u>(d)Termination of the circuit to a Collocation or Reverse Collocation arrangement</u></p> <p><u>(e) Each circuit must be served by an interconnection trunk in the same LATA over which calling party number ("CPN") will be transmitted.</u></p> <p><u>(f) One DS1 interconnection trunk (over which CPN will be passed) must be maintained for every 24 DS1 EELs.</u></p> <p><u>(g) The circuit must be served by a Class 5 switch or other switch capable of providing local voice traffic.</u></p> <p><u>(h) Other criteria and guidelines as provided by the FCC or Commission will also apply.</u></p> <p><u>CD must certify in writing that it meets the above criteria for each UNE combination it requests, at the time of ordering the combination.</u></p> <p>Article VII, Paragraph 10.4</p>	

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128. LINE SPLITTING AND LINE SHARING UNE's	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS	<p>CD may commingle traffic carried over the Loop/Transport combination with services obtained from a CenturyTel tariff. <u>When such commingling takes place, CenturyTel will not perform split billing (or ratcheting) of the UNE and tariffed service rates for the Transport UNE element, but will instead charge the tariffed service rate for the transport function.</u></p> <p>Notwithstanding any other provision of the Agreement or any CenturyTel tariff, CenturyTel shall permit CD 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 CD, perform the functions necessary to commingle a UNE or Combination with one or more facilities or services or inputs that CD 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 CD.</p> <p>Article VII, Paragraph 11 <u>Must be negotiated as part of a Commercial Service Agreement.</u></p>	<p>Article VII, Paragraph 11</p> <p>Line Sharing and Line Splitting CenturyTel will provide Line Sharing under this Agreement, in accordance with all Applicable Law, at the rates set forth in this Agreement</p>

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128. LINE SPLITTING AND LINE SHARING UNE's	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS		<p>11.1 CenturyTel shall provision Line Splitting arrangements under the Agreement pursuant to Applicable Law. CenturyTel shall enable CD to engage in line splitting using a splitter collocated at the Central Office. A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted. Splitters will be provided by CD, and installed by CD in CD's physical collocation space or installed and maintained by CenturyTel in a common area on racks leased by the CD.</p> <p>11.1.1 There are two wiring configurations associated with the DSLAMS installed in CD's physical collocation space:</p> <p>11.1.1.1 the DSLAM is direct wired to the POTS Splitter; and</p> <p>11.1.1.1.1the DSLAM is direct wired to the MDF</p> <p>Article VII, Paragraph 11.2</p>

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129. BONA FIDE REQUEST PROCESS	ARTICLE VII: UNBUNDLED NETWORK ELEMENTS		<p>11.1 CenturyTel's obligation to provide CD with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network element pursuant to Applicable Law.</p> <p>11.1.1 CenturyTel shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.</p> <p>CD may, at its option, utilize the LSR process to order line splitting</p> <p>Article VII, Paragraph 13.2.5</p> <p>13.2.2 Unless CD agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by CD, in accordance with the applicable provisions of the Agreement.</p>
130. 911/E911 ARRANGEMENTS	ARTICLE VIII: ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS	<p>Article VIII, Paragraph 2</p> <p>911/E-911 Arrangements</p>	<p>Article VIII, Paragraph 2</p> <p>911/E-911 Arrangements</p>

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		<u>These arrangements shall be provided pursuant to local tariff.</u>	<p>The following Article VIII, Section 2 is applicable only where CenturyTel is the primary service provider of 911/E-911 service and responsible for coordinating and provisioning 911/E-911 service with the appropriate governmental agency, and CD is providing local dial tone service.</p> <p>2.1 Description of Service</p> <p>When requested by the primary service provider, CD will install from each of its host central office switches a minimum of two (2) dedicated trunks to CenturyTel's 911/E-911 selective routers (i.e., 911 tandem offices) that serve the areas in which CD provides Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Point (PSAP). The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multi-frequency (MF) tones that will deliver ANI with the voice portion of the call. CenturyTel will provide CD with the appropriate CLLI (Common Language Location Identifier) Codes and specifications of the tandem office serving area or the location of the primary Public Safety Answering Point (PSAP) when there is no 911 routing in that 911 district.</p>

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			<p>If a CD central office serves end-users in an area served by more than one (1) CenturyTel 911/E-911 selective router, CD will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E-911 selective routers or primary PSAP. CenturyTel will be responsible for coordinating, provisioning and ordering any dedicated trunks for 911/E-911 service.</p> <p>Transport. If CenturyTel desires to obtain transport from CD to the CD host central office switch, CenturyTel may purchase such transport from CD. Rates will be defined as part of a separate compensation agreement between CD and CenturyTel.</p> <p>Cooperation and Level of Performance. The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end-user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of CD's systems to the 911/E-911 platforms, with a level of performance that will provide the same grade of service as that which CenturyTel provides to its own end-users.</p> <p>Basic 911 and E-911 General Requirements.</p> <p>Basic 911 and E-911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).</p>

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			<p>Where CenturyTel has a 911 selective router installed in the network serving the 911 district, CenturyTel shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the PSAP responsible for the caller's location.</p> <p>All requirements for E-911 also apply to the use of SS7, where available, as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.</p> <p>Basic 911 and E-911 functions provided to CD shall be at least at parity with the support and services that CenturyTel provides to its subscribers for such similar functionality.</p> <p>Basic 911 and E-911 access from Local Switching shall be provided to CD in accordance with the following:</p> <p>CenturyTel and CD shall conform to all state regulations concerning emergency services.</p> <p>For E-911, both CD and CenturyTel shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via Master Street Address guide (MSAG) comparison listed in Section 2.4.5.5.</p> <p>If legally required by the appropriate jurisdiction, CenturyTel shall provide or overflow 911 traffic to be routed to CenturyTel operator services or, at CD's discretion, directly to CD operator services.</p>

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			<p>Basic 911 and E-911 access from the CD local switch shall be provided from Century/Tel to CD in accordance with the following:</p> <p>In government jurisdictions where CenturyTel has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "primary service provider"), CD shall participate in the provision of the 911 System as follows:</p> <p>Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.</p> <p>CD and CenturyTel recognize that the primary service provider in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that primary service provider. CD and CenturyTel will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the primary service provider. Primary service provider database responsibilities are covered in Section 2.4.5.5 of this Article.</p> <p>CD shall have the right to verify the accuracy of information regarding CD customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.</p>

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			<p>If a third party is the primary service provider to a 911 district, CD shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and CD are totally separate from this Agreement and CenturyTel makes no representations on behalf of the third party.</p> <p>If CD or Affiliate is the primary service provider to a 911 district, CD and CenturyTel shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.</p> <p>Interconnection and database access shall be at rates as set forth in Appendix E.</p> <p>CenturyTel shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.</p> <p>In a resale situation, where it may be appropriate for CenturyTel to update the ALI database, CenturyTel shall update such database with CD data in an interval no less than is experienced by CenturyTel subscribers, or than for other carriers, whichever is faster, at no additional cost.</p> <p>The following are Basic 911 and E-911 Database Requirements:</p> <p>The ALI database shall be managed by CenturyTel, but is the property of CenturyTel and any participating LEC or CD which provides their records to CenturyTel.</p>

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			<p>Copies of the MSAG shall be provided within five (5) Business Days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix E.</p> <p>CD shall be solely responsible for providing CD database records to CenturyTel for inclusion in CenturyTel's ALI database on a timely basis.</p> <p>CenturyTel and CD shall arrange for the automated input and periodic updating of the E-911 database information related to CD end-users. CenturyTel shall work cooperatively with CD to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). CenturyTel shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version format as defined by the primary service provider.</p> <p>CD shall assign an E-911 database coordinator charged with the responsibility of forwarding CD end-user ALI record information to CenturyTel or via a third party entity, charged with the responsibility of ALI record transfer. CD assumes all responsibility for the accuracy of the data that CD provides to CenturyTel.</p> <p>CenturyTel shall update the database within one (1) Business Day of receiving the data from CD. If CenturyTel detects an error in the CD provided data, the data shall be returned to CD within one day from when it was provided to CenturyTel. CD shall respond to requests from CenturyTel to</p>

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			<p>make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.</p> <p>CenturyTel agrees to treat all data on CD subscribers provided under this Agreement as strictly confidential and to use data on CD subscribers only for the purpose of providing E-911 services.</p> <p>CenturyTel shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from CD. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for CD is “[to be provided]”; the NENA Carrier Code for CenturyTel is [to be provided]”.</p> <p>CenturyTel and CD will comply with the following requirements for network performance, maintenance and trouble notification.</p> <p>Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by CenturyTel for trunks between the selective router and all associated PSAPs.</p> <p>Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.</p>

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			<p>CenturyTel shall notify CD forty-eight (48) hours in advance of any scheduled testing or maintenance affecting CD 911 service. CenturyTel shall provide notification as soon as possible of any unscheduled outage affecting CD 911 service.</p> <p>All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).</p> <p>Basic 911 and E-911 Additional Requirements.</p> <p>CD and CenturyTel shall be responsible for reporting all errors, defects and malfunctions to one another. CenturyTel and CD shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.</p> <p>CD may enter into subcontracts with third parties, including CD Affiliates, for the performance of any of CD's duties and obligations stated herein.</p> <p>Where CenturyTel is the primary service provider, CenturyTel shall provide CD with notification of any pending selective router moves within at least ninety (90) days in advance.</p> <p>Where CenturyTel is the primary service provider, CenturyTel shall establish a process for the management of Numbering Plan Area (NPA) splits by populating the ALI database with the appropriate new NPA codes.</p>

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			<p>Where CenturyTel is the primary service provider, CenturyTel shall provide the ability for CD to update the 911 database with end-user information for lines that have been ported via INP or LNP.</p> <p>Basic 911 and E-911 Information Exchanges and interfaces. Where CenturyTel is the primary service provider:</p> <p>CenturyTel and CD shall arrange for the automated input and periodic updating of the E-911 database information related to CD end users. CenturyTel shall work cooperatively with CD to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). CenturyTel shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version format as defined by the primary service provider.</p> <p>Updates to MSAG. Upon receipt of an error recording a CD subscriber's address from CenturyTel, and where CenturyTel is the primary service provider, it shall be the responsibility of CD to ensure that the address of each of its end-users is included in the Master Street Address Guide (MSAG) via information provided on CD's LSR or via a separate feed established by CD pursuant to Section 2.4.5.7 of this Article.</p>

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131. 900/976 CALL BLOCKING	ARTICLE VIII: ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS	Article VIII, Paragraph 4 900-976 Call Blocking	<p>The ALI database shall be managed by CenturyTel, but is the property of CenturyTel and all participating telephone companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for CD subscriber shall meet industry standards.</p> <p>Compensation. For states where CenturyTel bills and keeps the 9-1-1 surcharges, CD will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to CenturyTel. Payments to CenturyTel are due within thirty (30) days of CD's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment as a separate line item in the remittance documentation. CenturyTel will work with the government agency to include CD in the 911E-911 government agency agreement as soon as possible. CenturyTel will seek to update network costs with the government agency on an annual basis for any new local exchange carriers since the date of the original 911/E-911 agreement.</p> <p>Should the 9-1-1 surcharge fee change, CenturyTel will promptly inform CD of that change so that CD may conform to the new rate(s).</p>

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		<u>CenturyTel shall not unilaterally block 900-976 traffic in which CenturyTel performs switching associated with resale. CenturyTel will block 900-976 traffic when requested to do so, in writing, by CD. CD shall be responsible for all costs and liabilities associated with the 900-976 call blocking request. CenturyTel reserves the right to block any and all calls, which may harm or damage its network.</u>	
132. APPENDIX A	APPENDIX A	SEE EXHIBIT C & D - CENTURYTEL AND SPECTRA COST BASE RATES	SEE CD ORIGINAL FILING
133. APPENDIX C	APPENDIX C	SEE EXHIBIT C & D - CENTURYTEL AND SPECTRA COST BASE RATES	SEE CD ORIGINAL FILING
134. APPENDIX D	APPENDIX D	SEE EXHIBIT C & D - CENTURYTEL AND SPECTRA COST BASE RATES	SEE CD ORIGINAL FILING