

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

SPECTRA COMMUNICATIONS GROUP, *LLC*

AND

CHARITON VALLEY TELECOM CORPORATION

IN THE STATE OF MISSOURI_____

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This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is by and between Spectra Communications Group, LLC, with its address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Chariton Valley Telecom Corporation in its capacity as a certified provider of local two-way wireline dial-tone service ("Chariton Valley Telecom"), with its address for this Agreement at 606 Oak Street, Bucklin, Missouri 64631 (CenturyTel and Chariton Valley Telecom being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Missouri only (the "State").

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

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

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

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain Unbundled Network Elements (UNEs);

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

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of Local Traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by Chariton Valley Telecom of certain telecommunications services provided by CenturyTel in its franchise areas in the State for resale by Chariton Valley Telecom, and the purchase by Chariton Valley Telecom of certain Unbundled Network Elements from CenturyTel. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. 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. Chariton Valley Telecom agrees to negotiate reciprocal terms and conditions with CenturyTel based on this Agreement.

The services and facilities to be provided to Chariton Valley Telecom by CenturyTel in satisfaction of this Agreement may be provided pursuant to CenturyTel tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, Federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

ARTICLE II

DEFINITIONS

1. General Definitions.

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

1.1 Access Service Request (ASR)

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

1.2 Act

The Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.3 Affiliate

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

1.4 Answer Supervision

An off-hook supervisory signal

1.5 Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.6 As-Is Transfer (AIT)

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

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

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

1.8 Automated Message Accounting (AMA)

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

- 1.9 **Automatic Number Identification (ANI)**
The number transmitted through the network identifying the calling party.
- 1.10 **Basic Local Exchange Service**
Voice grade access to the network that provides the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).
- 1.11 **Bill-and-Keep Arrangement**
A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.
- 1.12 **Bona Fide Request (BFR)**
Process intended to be used when requesting customized service orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.
- 1.13 **Business Day**
Monday through Friday, except for holidays on which the non-priority U.S. mail is not delivered.
- 1.14 **Centralized Message Distribution System (CMDS)**
The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collectibles and in collectibles as well as Carrier Access Billing System (CABS) records.
- 1.15 **Central Office (CO)**
A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other, for Local and non-Local Traffic.
- 1.16 **Central Office Switch**
A switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.17 **CenturyTel Service Guide**
The CenturyTel Service Guide, which contains CenturyTel's operating procedures for ordering, provisioning, trouble reporting and repair for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide, which may be amended from time to time by CenturyTel as needed.
- 1.18 **Certificate of Operating Authority**

Chariton Valley Telecom must represent and warrant to CenturyTel that it is a certified provider of local exchange service in the State and authorized within the CenturyTel local service area. Chariton Valley Telecom will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request. Chariton Valley Telecom will notify CenturyTel if its certificate has been revoked.

1.19 **CLASS**

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

1.20 **CLLI Codes**

Common Language Location Identifier Codes

1.21 **Collocation**

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

1.22 **Commission**

The State Public Service or Public Utilities Commission, as applicable

1.23 **Common Channel Signaling (CCS)**

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

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

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

1.25 **Compliance**

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

1.26 **Conversation Time**

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

1.27 **Copper Loop**

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

1.28 **CTOC or CenturyTel**

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

1.29 **Currently Available**

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

1.30 **Customer**

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

1.31 **Customer Service Record Search**

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

1.32 **Dark Fiber**

Dark Fiber is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics.

1.33 **Dedicated Transport**

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

1.34 **Disconnect Supervision**

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

1.35 **DS-1**

A service carried at digital signal rate of 1.544 Mbps.

1.36 **DS-3**

A service carried at digital signal rate of 44.736 Mbps.

1.37 **Electronic File Transfer**

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

1.38 **E-911 Service**

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It usually includes selective routing.

1.39 **Exchange Message Record (EMR)**

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

1.40 **Exchange Service**

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

1.41 **Facility**

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 45.

1.42 **FCC**

The Federal Communications Commission

1.43 **Generator**

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 45).

1.44 **Hazardous Chemical**

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

1.45 **Hazardous Waste**

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

1.46 **HDSL Electronics**

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

1.47 **Home Run Loop**

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

1.48 **Hybrid Loop**

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

1.49 **Imminent Danger**

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

1.50 **Incumbent Local Exchange Carrier (ILEC)**

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

1.51 **Indirect Network Connection**

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

1.52 **Information Access Traffic**

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

1.53 **Information Service Provider or "ISP"**

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

1.54 **Initial Service Order**

A charge applied to each LSR of Unbundled Loops with the exception of Subsequent Service Order changes to existing CLEC accounts.

1.55 **Inside Wire UNE**

For purposes of the Inside Wire UNE, inside wire is wiring within the customer premises, owned by CenturyTel, that extends to the point of demarcation of the LEC's outside plant. The point of demarcation is defined by the FCC.

1.56 **Interconnection Facility**

See "Internetwork Facilities".

1.57 **Interconnection Point (IP)**

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

1.58 **Interexchange Carrier (IXC)**

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

- 1.59 **Internetwork Facilities**
The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.
- 1.60 **ISDN User Part (ISUP)**
A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.61 **Line Side**
Refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.
- 1.62 **Local Access and Transport Area (LATA)**
A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.
- 1.63 **Local Calling Area**
Local Calling Area includes the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel local exchange tariffs.
- 1.64 **Local Exchange Carrier (LEC)**
Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.65 **Local Exchange Routing Guide (LERG)**
The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.66 **Local Number Portability (LNP)**
The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.67 **Local Provider**
A carrier authorized to provide local telecommunications service in the State.
- 1.68 **Local Service Request (LSR)**
The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and unbundled elements for the purposes of competitive local services.
- 1.69 **Local Traffic**
Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyTel Local Calling Area, or mandatory Extended Area Service (EAS) area, as defined in CenturyTel's local exchange tariffs. Local Traffic does not include optional local calling (i.e.,

optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as “optional EAS”. Local Traffic includes Information Access Traffic to the extent that the end user and the ISP are physically located in the same CenturyTel Local Calling Area.

1.70 **Loop Facility Charge**

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

1.71 **Main Distribution Frame (MDF)**

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

1.72 **Meet Point Billing (MPB)**

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

1.73 **Mid Span Fiber Meet**

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

1.74 **Multiple Exchange Carrier Access Billing (MECAB)**

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

1.75 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STIS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

1.76 **Network Interface Device (NID)**

The NID is a cross-connect device used to connect loop facilities to Customer-owned inside wiring or the CenturyTel-owned Inside Wire UNE.

1.77 **911 Service**

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

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

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

1.79 **Numbering Plan Area (NPA)**

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

1.80 **NXX, NXX Code, Central Office Code or CO Code**

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

1.81 **Owner or Operator**

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), Operator means the person responsible for the overall (or part of the) operations of a facility.

1.82 **Party/Parties**

CenturyTel and/or Chariton Valley Telecom.

1.83 **Pole Attachment**

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

1.84 **Provider**

The Party providing service to the other. CenturyTel or Chariton Valley Telecom depending on the context and which Party is providing the service to the other Party.

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

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.86 **Qualifying Service**

A Qualifying Service is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of incumbent local exchange carriers, including, but not limited to, local exchange service (such as "Plain Old Telephone Service"), and access service (such as DSL services and high-capacity circuits).

1.87 **Rate Center**

The specific geographic point and corresponding geographic area that is associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used

to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.88 **Reverse Collocation.**

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

1.89 **Right-of-way (ROW)**

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

1.90 **Routing Point**

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

1.91 **Service Switching Point or Signal Switching Point (SSP)**

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

1.92 **Signaling Point (SP)**

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

1.93 **Signaling System 7 (SS7)**

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

1.94 **Stand-Alone Fiber Loop.**

A facility connecting an end-user premises to the nearest LEC Central Office that consists of a single, uninterrupted length of optical fiber cable. Also known as a home run fiber loop.

1.95 **State**

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

1.96 **Subsidiary**

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

1.97 **Subsequent Service Order**

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

1.98 **Synchronous Optical Network (SONET)**

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

1.99 **Switched Access Service**

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include, but not limited to: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

1.100 **Tandem or Tandem Switch**

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

1.101 **TDM Technology.**

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

1.102 **Telcordia Technologies**

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

1.103 **Telecommunications Services**

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

1.104 **Third Party Contamination**

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

1.105 **Transit Traffic**

Transit Traffic is traffic originating on Chariton Valley Telecom's network that is switched and/or transported by CenturyTel and delivered to a third party's network.

1.106 **Trunk Side**

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

1.107 **Unbundled Network Element (UNE)**

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

1.108 **Undefined Terms**

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

1.109 **Vertical Features (including CLASS Features)**

Vertical services and switch functionalities provided by CenturyTel.

1.110 **Virtual NXX Traffic (VNXX Traffic).**

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

1.111 **Wire Center**

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions.

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

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be for a period of two (2) years from the effective date of this Agreement as defined in Section 35. This Agreement shall not continue past the then-current term unless CenturyTel gives Chariton Valley Telecom written notice of an offered extension period, which extension shall be effective at the end of the then-current term ("Termination Date"). Chariton Valley Telecom must agree in writing to an offered extension period in order for the extension to become effective. Absent any written notice of extension from CenturyTel, to ensure a continuing relationship, Chariton Valley Telecom shall request negotiation for a new agreement no later than 180 days prior to the Termination Date. Chariton Valley Telecom may at any time request that CenturyTel extend this Agreement past the Termination Date but CenturyTel reserves the right to deny such a request and require negotiation of a new agreement pursuant to Sec 251 (c) (1) of Title 47 of the U. S. Code.

2.2 Post-Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.5, for service arrangements made available under this Agreement and existing at the time of termination, service arrangements may continue:

- (a) As if under this Agreement, if either Party has requested negotiations for 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 hundred eighty (180) calendar days following the Termination Date, whichever is earlier.
- (b) If this Agreement is not continued pursuant to subsection (a) preceding under a new agreement voluntarily executed by the Parties, then service arrangements between the Parties, if any, shall be governed by standard terms and conditions approved and made generally effective by the Commission, if any; tariff terms and conditions made generally available to all Local Providers; and any rights under Section 252(i) of the Act, whichever provisions are applicable.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a Default (defined below) by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the Default and that the defaulting Party does not cure the Default within twenty (20) Business Days of receipt of written notice thereof. Following CenturyTel's notice to Chariton Valley Telecom of its Default, CenturyTel shall not be required to process new service orders until the Default is timely cured. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

- (b) A Parties Certificate of Operating Authority has been revoked by the Commission, or
- (c) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including nonpayment of Undisputed Charges, as defined in Section 4 of Article IV, within twenty (20) Business Days after the bill date or the violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Ordering and Implementation Inactivity.

Notwithstanding anything to the contrary contained herein, CenturyTel may terminate this Agreement in the event Chariton Valley Telecom has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any of said services to Chariton Valley Telecom's customers within one (1) year from the effective date of this Agreement.

2.5 Termination Upon Sale.

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

2.6 Liability Upon Termination.

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

3. Amendments.

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

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party 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, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her or its choosing and Chariton Valley Telecom has not relied on CenturyTel counsel or on representations by CenturyTel personnel not specifically contained in this Agreement, in entering into this Agreement.

6. Responsibility for Payment.

CenturyTel may charge Chariton Valley Telecom and Chariton Valley Telecom will pay CenturyTel a deposit before CenturyTel is required to perform under this Agreement, if CenturyTel so deems a deposit appropriate after examination of Chariton Valley Telecom's payment and/or credit history. Such deposit will be calculated based on CenturyTel's estimated two-month charges to Chariton Valley Telecom using Chariton

Valley Telecom'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 Chariton Valley Telecom. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

7. CLEC Profile.

Before orders can be taken under this Agreement, the CLEC Profile in the form provided by CenturyTel must be completed by Chariton Valley Telecom and returned to CenturyTel; and, if required by CenturyTel, an advanced deposit paid. Among other things, Chariton Valley Telecom 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. Chariton Valley Telecom agrees to warrant to CenturyTel that it is a certified provider of telecommunications service in the State. Chariton Valley Telecom 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.

8. Contact Exchange.

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

9. Ordering and Electronic Interface.

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

10. Billing and Payment.

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

10.1 Back Billing.

The Parties will bill each other in a timely manner. Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year or the applicable Federal or State statute of limitations, whichever is longer.

10.2 Dispute.

If a Party disputes a bill issued by Provider, the billed Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within 20 Business Days of the bill date or the dispute shall be waived, subject to any State regulatory requirements. The Parties shall diligently work toward resolution of all billing issues. Notwithstanding the foregoing, if Provider notifies Party of unpaid charges under Section 4 of Article IV, the dispute provisions thereof shall prevail.

10.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount of 1½% per month, or the maximum nonusurious rate of interest under applicable law. Such late payment charges shall be included on the Provider's next statement.

10.4 Due Date.

Payment is due twenty (20) Business Days from the bill date.

10.5 Financial and Traffic Audits.

10.5.1 In General

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 under the following conditions: (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; and (vi) in compliance with the audited Party's security rules.

10.5.2 Percent Local Use.

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.

10.5.3 Percentage Interstate Usage.

In the case where Chariton Valley Telecom desires to terminate its Local Traffic over or co-mingled on its switched access Feature Group D trunks, Chariton Valley Telecom 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 Chariton Valley Telecom. 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.

10.5.4 Traffic Audits.

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 Chariton Valley Telecom 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 the cost of the audit.

10.6 Federal Universal Service Charge.

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.

10.7 Universal Service Fund.

In order to collect the costs of CenturyTel's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, CenturyTel's end-user customers are being charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying this Federal Universal Service Charge to CenturyTel are those reseller customers who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the FCC's universal service rules. 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 FUSF. 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 FUSF contribution purposes, and is permitted to assess a FUSC on such customer. Appended to this Agreement as APPENDIX D is the form for Chariton Valley Telecom's CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS. Chariton Valley Telecom is obligated to complete this form at the time it orders service from CenturyTel. In addition, Chariton Valley Telecom agrees to provide CenturyTel with an updated annual certification, no later than February 1 of each calendar year, so that CenturyTel may ensure that it continues to accurately report its revenues for FUSF contribution purposes. It is expressly understood and agreed that the Chariton Valley Telecom provision to CenturyTel of evidence of its making adequate payments into the Universal Service Fund and Chariton Valley Telecom 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.

11. Binding Effect.

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

12. Capacity Planning and Forecasting.

Within twenty (20) Business Days from the effective date of this Agreement, or as soon after the effective date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, UNEs, number portability and interconnection services. CenturyTel may delay processing Chariton Valley Telecom service orders should the Parties not perform obligations as specified in this Section 12. Such responsibilities shall include but are not limited to the following:

- 12.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
- 12.2 Chariton Valley Telecom will furnish to CenturyTel information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 12.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V.

- 12.4 Chariton Valley Telecom shall notify CenturyTel promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. Chariton Valley Telecom orders that exceed the capacity of the Chariton Valley Telecom's forecast shall only be filled by CenturyTel to the extent the requested capacity is Currently Available.
- 12.5 CenturyTel reserves the right to condition the fulfillment of additional service orders on satisfactory Chariton Valley Telecom fill rates in previously ordered capacity, or on Chariton Valley Telecom payment for all of the additional capacity absent satisfactory fill rates.
- 12.6 CenturyTel reserves the right to assess Chariton Valley Telecom a stranded plant or discontinued service order charge for capacity forecast by Chariton Valley Telecom but then not used by Chariton Valley Telecom, to the extent that CenturyTel built the plant based on Chariton Valley Telecom's order.

13. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

14. Confidential Information.

14.1 Identification.

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

Notwithstanding the foregoing, preorders and all orders for services or UNEs placed by Chariton Valley Telecom pursuant to this Agreement, and information that would constitute customer proprietary network information of Chariton Valley Telecom end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Chariton Valley Telecom end-users, whether disclosed by Chariton Valley Telecom to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement shall be deemed Confidential Information without having to be defined as such. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

14.2 Handling.

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

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the owning party;
- (e) To return promptly any copies of such Confidential Information to the owning party at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

14.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the owning party, was received in good faith from a third party not subject to a confidential obligation to the owning party, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the owning party, confidential information that recipient obtained more than three (3) years ago, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the owning party and shall reasonably cooperate if the owning party deems it necessary to seek protective arrangements.

14.4 Survival.

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

15. Consent.

Where consent notice, approval, mutual agreement, or similar action is permitted or required of a Party by any provision of this Agreement, it shall not be conditional, unreasonably withheld, or delayed.

16. Fraud.

Chariton Valley Telecom 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 Chariton Valley Telecom's account in cases of fraud.

17. Reimbursement of Expenses.

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 Chariton Valley Telecom 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.

18. Dispute Resolution.

18.1 Alternative to Litigation.

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

remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration. At the election of either Party, arbitration shall be before the Commission. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable.

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

18.4 Expedited Arbitration Procedures.

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 is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

18.5 Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement. However, during the pendency of any dispute resolution procedures CTOC reserves the right not to accept new Chariton Valley Telecom service orders.

19. Entire Agreement.

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

20. Expenses.

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

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, 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); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. It is expressly agreed that financial difficulties of a Party are not subject to this Section.

22. Good Faith Performance.

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

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the Act, applicable Federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided and shall be subject to the exclusive jurisdiction of the State or Federal courts of Monroe, Louisiana.

24. Standard Practices.

The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable for the CLEC industry which may be added in the CenturyTel Service Guide. Chariton Valley Telecom agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement.

25. Headings.

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

26. Independent Contractor Relationship.

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

27. Law Enforcement Interface.

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

27.2 CenturyTel agrees to work jointly with Chariton Valley Telecom in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for Chariton Valley Telecom customers will be billed to Chariton Valley Telecom.

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

27.4 Subsequent to the Parties' execution of this Agreement and its approval by the Commission, the parties shall establish a separate contract or authorization agreement specific to the Nuisance Call Bureau (NCB) and Security Control Center (SCC) for Chariton Valley Telecom procedures, which will be in compliance with applicable state and federal laws.

28. Liability and Indemnity.

28.1 Indemnification.

Subject to the limitations set forth in Section 28.4, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's (the "Indemnifying Party") negligence or willful misconduct, regardless of form of action. The Indemnified Party (the "Indemnified Party") agrees to notify the Indemnifying Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the Indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The Indemnifying Party shall not be liable under this Section for settlement by the Indemnified Party or any claim, lawsuit, or demand, if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense within a reasonable time thereafter. In the event of such failure to assume defense, the Indemnifying Party

shall be liable for any reasonable settlement made by the Indemnified Party without approval of the Indemnifying Party.

28.2 End-User and Content-Related Claims.

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

28.3 DISCLAIMER.

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

28.4 Limitation of Liability.

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

28.5 Intellectual Property.

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

29. Multiple Counterparts.

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

30. No Third Party Beneficiaries.

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

31. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable street or post office box address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section. Although E-mail will not be used to provide notice, the Parties provide their E-mail addresses below to facilitate informal communications.

If to CenturyTel: Spectra Communications Group, LLC
Attention: Carrier Relations Manager - Region
100 CenturyTel Drive Monroe, LA 71203
Telephone number: (318) 388-9000
Facsimile number: (318) 388-9072

With a copy to: Spectra Communications Group, LLC
Attention: Corporate Director – Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203
Telephone number: 318-388-9000
Facsimile number: 318-388-9072

If to Chariton Valley Telecom: Chariton Valley Telecom Corporation
Attention: James A. Simon, Asst. General Manager
606 Oak Street
Bucklin, MO 64631
Telephone number: (660) 695-7534
Facsimile number: (660) 695-4403
E-mail: jsimon@cvalley.net

32. Protection.

32.1 Impairment of Service.

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

32.2 Resolution.

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

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

33. Publicity.

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

34. Regulatory Agency Control.

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

35. Effective Date.

This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval. The "effective date" of this Agreement for all purposes will be the latest date reflected by the signing parties. The Parties agree that orders for services will not be submitted or accepted until the latter of (a) the submission of the CLEC Profile required by Section 7; or (b) the expiration of the first ten (10) Business Days after the Agreement is effective.

36. Regulatory Matters.

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

37. Rule of Construction.

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

38. Section References.

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

39. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the 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 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.

40. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement, provided that a Provider remains liable for the performance of its duties and obligation hereunder.

41. Subsequent Law.

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 more terms of this Agreement, the Parties agree to begin negotiating such terms within twenty (20) Business Days after such subsequent change. If negotiations fail within forty (40) Business Days thereafter, this matter shall proceed to the Dispute Resolution procedures of Article III, Section 18, with the consequent changes in this Agreement to be retroactive to when negotiations began under this Section.

42. Taxes.

Any 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 same 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 Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

Notwithstanding anything to the contrary contained herein, Chariton Valley Telecom is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. Chariton Valley Telecom 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, Chariton Valley Telecom 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 Chariton Valley Telecom's representations to CenturyTel concerning the status of Chariton Valley Telecom'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.

42.1 Tax.

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

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

42.2 Fees/Regulatory Surcharges.

A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/Regulatory Surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

43. Trademarks and Trade Names.

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

44. Waiver.

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

45. Environmental Responsibility.

45.1 Each Party is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility by that Party. In accordance with Sections 28 and 45.10, each Party will indemnify the other for all claims, fees, penalties, damages, and causes of action with respect to these materials. No new safety or environmental hazards shall be created or new hazardous substances shall be used at a Party's Facility by the other Party. Each Party must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the other Party's Facility.

45.2 Each Party,, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by the other Party when working at the other Party's Facility. The Parties acknowledge and agree that nothing in this Agreement or in any of CenturyTel's practices/procedures constitutes a warranty or representation by CenturyTel that Chariton Valley Telecom's compliance with CenturyTel's practices/procedures, with this Agreement, or with CenturyTel's directions or recommendations will achieve compliance with any applicable law. Each Party is responsible for ensuring that all activities conducted by that same Party at the other Party' Facility are in accordance with all applicable federal, state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.

45.3 CenturyTel and Chariton Valley Telecom shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at either Party's Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or any petroleum contamination in a manhole.

45.4 Chariton Valley Telecom shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to Chariton Valley Telecom after a complete and proper request by Chariton Valley Telecom for same, then CenturyTel's permit, approval, or identification number may be used as authorized by law and upon prior approval by CenturyTel. In that case, Chariton Valley Telecom must comply with all of CenturyTel's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of CenturyTel's permits, approvals, or identification numbers, or compliance with CenturyTel's practices/procedures constitutes a representation or warranty that Chariton Valley Telecom's activities will be in compliance with

applicable laws, and such compliance or use of CenturyTel's permits, approvals, or identification numbers creates no right of action against CenturyTel.

- 45.5 If Third Party Contamination is discovered at a CenturyTel Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If Chariton Valley Telecom discovers Third Party Contamination, Chariton Valley Telecom will immediately notify CenturyTel and will consult with CenturyTel prior to making any required notification, unless the time required for prior consultation would preclude Chariton Valley Telecom from complying with an applicable reporting requirement.
- 45.6 CenturyTel and Chariton Valley Telecom shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. For fees associated with such filings, CenturyTel and Chariton Valley Telecom must develop a cost sharing procedure.
- 45.7 When conducting operations in any CenturyTel manhole or vault area, Chariton Valley Telecom shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. Chariton Valley Telecom shall not disturb building materials containing hazardous substances prior to space or power accessibility. CenturyTel must approve any contracts or agreements to move the materials prior to disturbing the building materials. Chariton Valley Telecom shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a CenturyTel manhole or vault area. CenturyTel shall not be responsible for any costs incurred by Chariton Valley Telecom in meeting its obligations under this Section.
- 45.8 Chariton Valley Telecom shall provide reasonable and adequate compensation to CenturyTel for any additional or increased costs associated with compliance with any Federal, State, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a result of providing Chariton Valley Telecom with interconnection or Collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.
- 45.9 Activities impacting safety or the environment of a right of way (ROW) must be consistent with the specific agreement between CenturyTel and the landowner. In this regard, Chariton Valley Telecom must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).
- 45.10 Notwithstanding the limitation of liability in Section 28, which limitation is inapplicable to this Section 45.10, with respect to environmental responsibility under this Section 45, CenturyTel and Chariton Valley Telecom shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the CenturyTel Facility; it being the Parties' express intention that Chariton Valley Telecom shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 45.10.
46. Bona Fide Request Process.
- 46.1 Intent.
- The BFR process is intended to be used when Chariton Valley Telecom requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

46.2 Process.

- 46.2.1 A BFR shall be submitted in writing by Chariton Valley Telecom and shall specifically identify the need to include technical requirements, and/or other such specifications that clearly define the request such that CenturyTel has sufficient information to analyze and prepare a response.
- 46.2.2 Chariton Valley Telecom may cancel a BFR in writing at any time prior to Chariton Valley Telecom and CenturyTel agreeing to price and availability. CenturyTel will then cease analysis of the request.
- 46.2.3 Within twenty (20) Business Days of the BFR's receipt by CenturyTel, CenturyTel shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.
- 46.2.4 Except under extraordinary circumstances, within sixty (60) Business Days of its receipt of a BFR, CenturyTel shall provide a proposed price and availability date, or it will provide an explanation as to why CenturyTel elects not to meet Chariton Valley Telecom request. If extraordinary circumstances prevail, CenturyTel will inform Chariton Valley Telecom as soon as it realizes that it cannot meet the sixty (60) Business Day response due date. Chariton Valley Telecom and CenturyTel will then determine a mutually agreeable date for receipt of the response.
- 46.2.5 Unless Chariton Valley Telecom agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and the Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by the Parties, in accordance with the applicable provisions of the Agreement.
- 46.2.6 Upon an affirmative BFR response from CenturyTel, Chariton Valley Telecom will submit in writing its acceptance or rejection of CenturyTel's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, the dispute resolution procedures described in Section 18 herein may be used by a Party to reach a resolution.

ARTICLE IV
TECHNICAL AND BUSINESS RULES GOVERNING RESOLD SERVICES
AND UNBUNDLED ELEMENTS

1. General.

General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate CenturyTel intrastate local, toll and access tariffs, apply to retail services made available by CenturyTel to Chariton Valley Telecom for resale and UNEs provided by CenturyTel to Chariton Valley Telecom, 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 "Chariton Valley Telecom" as defined in this Agreement.

2. Liability of CenturyTel.

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.

2.1 Inapplicability of Tariff Liability.

CenturyTel's general liability, as described in the CenturyTel local exchange or other tariffs, does not extend to Chariton Valley Telecom's customers or any other third party. Liability of CenturyTel to Chariton Valley Telecom 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 Chariton Valley Telecom and shall not be liable for the integration of components combined by Chariton Valley Telecom.

2.2 Chariton Valley Telecom Tariffs or Contracts.

Chariton Valley Telecom 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 Chariton Valley Telecom'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 Chariton Valley Telecom of the possibility of such damages and Chariton Valley Telecom shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from Chariton Valley Telecom customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship with Chariton Valley Telecom's end-users.

2.3 No Liability for Errors.

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 Chariton Valley Telecom for any ongoing Chariton Valley Telecom service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, Chariton Valley Telecom 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 Chariton Valley Telecom'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.

3. Unauthorized Changes.

3.1 Procedures.

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:

- (a) 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
- (b) 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
- (c) notify the end-user and Provider that the change back to the previous LEC has been made.

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.

4. Timely Payment of Charges.

4.1 In General.

Satisfactory Chariton Valley Telecom current billing history is a prerequisite to the ordering of services. Chariton Valley Telecom is solely responsible for the payment of all charges for any and all services 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.

4.2 Effect of Not Timely Paying Service Charges.

If Chariton Valley Telecom fails to pay within twenty (20) Business Days after the bill date any and all charges billed to Chariton Valley Telecom under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), excepting previously disputed charges for which Chariton Valley Telecom may withhold payment, Chariton Valley Telecom shall be in Default as defined in Section 2.3 of Article III.

4.3 Default Notice of Nonpayment for Services.

Following such Default resulting from nonpayment for services within the required twenty (20) Business Days following the bill date, CenturyTel shall notify Chariton Valley Telecom in writing that it must pay all Unpaid Charges to CenturyTel within twenty (20) Business Days, and the Parties specifically agree that no new service orders will be accepted by CenturyTel until the past due balance is brought to current status. If Chariton Valley Telecom disputes any or all of the Unpaid Charges, it shall, within said (20) twenty Business Day notice period, deliver to CenturyTel 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 CenturyTel all undisputed Unpaid Charges. Nevertheless, CenturyTel reserves the right not to provision new services if there is a substantial unpaid balance, no matter what proportion of it is disputed.

4.4 Resolving Disputed Charges.

If Chariton Valley Telecom and CenturyTel are unable, within said twenty (20) Business Days, following notice of Default to resolve issues related to the disputed charges, then either Chariton Valley Telecom or CenturyTel may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if Chariton Valley Telecom owes a payment to CenturyTel, it shall make such payment to CenturyTel with any late payment charge under Article III, Section 10.3, from the original payment due date. If Chariton Valley Telecom owes no

payment, but has previously paid CenturyTel such disputed payment, then CenturyTel shall credit such payment including any late payment charges.

4.5 End-User Notice Requirement.

If Chariton Valley Telecom fails to pay any undisputed Unpaid Charges, Chariton Valley Telecom shall, at its sole expense, during the twenty (20) Business Days Default notice period provided in Section 4.3 notify its end-users that their service may be disconnected for Chariton Valley Telecom's failure to pay Unpaid Charges, and that its end-users must select a new provider of local exchange services.

4.6 Remedies for CenturyTel.

Upon Chariton Valley Telecom'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 Chariton Valley Telecom and terminate this Agreement, and shall have no liability to Chariton Valley Telecom or Chariton Valley Telecom's end-users in the event of such disconnection. If Chariton Valley Telecom fails to provide notification under Section 4.5 or any of Chariton Valley Telecom'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 Chariton Valley Telecom'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 Chariton Valley Telecom's end-user, but will be assessed to Chariton Valley Telecom.

4.7 Applicable Regulatory Law Notice Restriction.

Notwithstanding the foregoing, the notice provisions of this Section 4 shall be subject to the requirements of the applicable regulatory body.

5. Unlawful Use of Service.

Services, facilities or unbundled elements provided by CenturyTel pursuant to this Agreement shall not be used by Chariton Valley Telecom or its end-users for any purpose in violation of law. Chariton Valley Telecom, and not CenturyTel, shall be responsible to ensure that Chariton Valley Telecom and its end-users use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. CenturyTel may refuse to furnish service to Chariton Valley Telecom or disconnect particular services, facilities or unbundled elements provided under this Agreement to Chariton Valley Telecom or, as appropriate, Chariton Valley Telecom's end-user 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) CenturyTel is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CenturyTel is being used or will be used for the purpose of transmitting or receiving gambling or other information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to Chariton Valley Telecom, 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 CenturyTel the written finding of a court, then upon request of Chariton Valley Telecom and its agreement to pay restoration of service charges and other applicable service charges, CenturyTel shall promptly restore such service.

6. Timing of Messages.

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

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

Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by the CenturyTel Service Guide. In accordance with Article III, Section 7, CenturyTel will not process resale or unbundled network element orders until the Chariton Valley Telecom Profile has been completed and returned; and, if required, an advanced deposit paid.

8. Letter of Authorization.

8.1 CenturyTel will not release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) to Chariton Valley Telecom on CenturyTel end-user customer accounts unless Chariton Valley Telecom first provides to CenturyTel a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between CenturyTel and Chariton Valley Telecom authorizing the release of such information to Chariton Valley Telecom or if state or federal law provides otherwise, in accordance with such law.

8.2 An LOA will be required before CenturyTel will process an order for services provided in cases in which the subscriber currently receives Exchange Service from CenturyTel or from a local service provider other than Chariton Valley Telecom. Such LOA may be a blanket LOA or such other form as agreed upon between CenturyTel and Chariton Valley Telecom.

9. Customer Contacts.

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

ARTICLE V
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) by CenturyTel to Chariton Valley Telecom or by Chariton Valley Telecom to CenturyTel and the transport, termination and billing of Local Traffic between CenturyTel and Chariton Valley Telecom. The services and facilities described in this Article V as the "Services." 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.

Orders for trunk-side Local Traffic interconnection services shall be initiated by Chariton Valley Telecom 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 Chariton Valley Telecom. Chariton Valley Telecom will then correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR.

Chariton Valley Telecom 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 Chariton Valley Telecom's ASR for interconnection Services.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

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

2.2 Rates and Charges.

Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable Appendices to this Agreement. CenturyTel's rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof. Chariton Valley Telecom's separate rates and charges are also set forth in Appendix A attached hereto and made a part hereof.

2.3 Billing.

Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Chariton Valley Telecom is required to order trunks pursuant to Section 5.2 of this Article.

2.4 Billing Specifications.

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

2.4.1 Usage Measurement. Usage measurement for calls shall begin when Answer Supervision or the equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first. Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable

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

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate Local Traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Sections 4, 5 and 6 herein. To this end, the Parties agree that there will be interoperability between their networks. In addition, the Parties will promptly notify each other in writing of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Local Traffic.

3.2.1 Local Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions, such as a State exempt factor, if any. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill and Keep. 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. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic, excluding Local Traffic that is also Information Access Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the term of this Agreement unless otherwise agreed. Local Traffic that is also Information Access Traffic will remain subject to Bill-and-Keep.

3.2.3 VNXX Traffic.

If Chariton Valley Telecom 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 Chariton Valley Telecom customer physically located outside of the CenturyTel Local Calling Area, shall not be deemed Local Traffic, and shall be subject to applicable access charges established in CenturyTel's Access Service Tariffs.

3.2.4 Transport

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

3.2.4.1 Transport of Local Traffic.

Each Party shall be responsible for facilities and transport of Local Traffic between a Party's Central Office Switch and the POI where the POI is located within the same CenturyTel exchange as the CenturyTel Central Office.

3.2.4.2 Termination.

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

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

The Parties agree that a meet point billing arrangement will be used to bill for terminating switched access charges associated with calls terminated to a ported number. Each Party will bill the IXC's 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.

4. Network Interconnection.

4.1 Direct Network Interconnection Architecture.

In accordance with but only to the extent required by applicable law, the Parties shall provide interconnection of their networks at any technically feasible point as specified on this Agreement. Chariton Valley Telecom 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 Chariton Valley Telecom in all circumstances to install Interconnection Points within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

4.1.1 Subject to mutual agreement, the Parties may use the following network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.

- (a) A Mid Span Fiber Meet within an existing CenturyTel exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location with each party being individually responsible for its incurred costs in establishing this arrangement.
- (b) A virtual or physical Collocation arrangement at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs And/or a separate agreement between the Parties.
- (c) A special access arrangement terminating at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs meeting the standards set forth in such tariffs.

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

4.1.3 The Parties shall make available to each other two-way trunks for the reciprocal exchange of Local Traffic.

4.1.4 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.

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

- 4.1.6 If third party leased facilities are used for interconnection, the POI will be defined as the CenturyTel office in which the third party's leased circuit terminates.
- 4.1.7 If Chariton Valley Telecom utilizes leased facilities under a meet point arrangement between CenturyTel and a third party, the POI will be the CenturyTel office where the leased facility terminates.

4.2 Interconnection Facility Compensation.

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

- 4.2.1 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.
- 4.2.2 Collocation: CenturyTel will charge virtual or physical collocation rates from the applicable CenturyTel tariff and/or a separate agreement between the Parties.
- 4.2.3. 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.

4.3 Tandem Switching Local Traffic Compensation.

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

- 4.3.1 The originating Party will compensate the Tandem Party for each minute of originated Tandem switched traffic that terminates to a third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the Tandem charge identified in Appendix A.
- 4.3.2 The originating Party also assumes responsibility for compensation to the company that terminates the call.
- 4.3.3 Chariton Valley Telecom shall deliver each Tandem traffic call to CenturyTel with CCS and the appropriate Transactional Capabilities Application part ("TACP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.
- 4.3.4 The Parties will provide Tandem switching for Local Traffic between the Parties' end offices subtending each other's access tandem.
- 4.3.5 The Parties agree to enter into their own agreements with third-party providers. In the event that Chariton Valley Telecom sends traffic through CenturyTel's network to a third-party provider with whom Chariton Valley Telecom does not have a traffic interexchange

agreement, then Chariton Valley Telecom agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.

4.4 Tandem Transit Traffic and Compensation

- 4.4.1 Tandem Transit Traffic is telephone exchange service that originates on CLEC's network, and is transported through a CenturyTel Tandem to the Central Office of a CLEC, ILEC other than CenturyTel, CMRS Carrier, or other LEC, that subtends the relevant CenturyTel Tandem to which CLEC delivers such traffic. Neither the originating nor the terminating customer is a Customer of CenturyTel. Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Switched Exchange Access Service traffic is not Tandem Transit Traffic.
- 4.4.2 CenturyTel will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls. Parties will agree to acceptable DS1 measurement definition based on busy hour logic or agree to use any Industry standard that may be established.
- 4.4.3 Chariton Valley Telecom shall pay CenturyTel for Transit Service that Chariton Valley Telecom originates at the rate specified in Appendix A, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on CenturyTel for the delivery or termination of such traffic, including any Switched Exchange Access charges.
- 4.4.4 Neither Party shall take any action to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates traffic.
- 4.4.5 The Parties agree to enter into their own agreements with third-party providers. In the event that Chariton Valley Telecom sends traffic through CenturyTel's network to a third-party provider with whom Chariton Valley Telecom does not have a traffic interexchange agreement, then Chariton Valley Telecom agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.

5. Trunking.

5.1 Trunking Requirements.

In accordance with Article III, Section 12, prior to the Parties' exchange of traffic, the Parties shall meet and agree on trunking forecasting, availability and requirements.

- 5.1.1 The Parties agree to establish trunk groups of sufficient capacity between the Parties from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties 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.
- 5.1.2 Chariton Valley Telecom shall make available to CenturyTel trunks over which CenturyTel shall terminate to end-users of Chariton Valley Telecom-provided Exchange Services and Local Traffic originated from end-users of CenturyTel-provided Exchange Service.

- 5.1.3 Chariton Valley Telecom and CenturyTel shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Chariton Valley Telecom and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic. CenturyTel requires separate trunk groups from Chariton Valley Telecom to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXC's.
- 5.1.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 5.1.3.2 The Parties will mutually designate at least one IP on CenturyTel's network within each CenturyTel local calling area for the routing of Local Traffic.
- 5.1.3.3 neither shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.
- 5.1.4 End-Office Trunking. The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a Chariton Valley Telecom end office and a CenturyTel end office.
- 5.1.5 Upon request, 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 carried on local interconnection trunks, subject to the audit provisions in Article III Section 10.5.2 The parties agree to the initial PLU factor as set forth in Appendix A.
- 5.1.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly engineered to the appropriate State grade of service standard.
- 5.1.7 Chariton Valley Telecom and CenturyTel agree to use diligent efforts to develop and agree on a joint interconnection plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate State grade of service standard. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 5.1.8 SS7 Common Channel Signaling will be used to the extent that such technology is available.
- 5.1.9 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.
- 5.1.10 The Parties will support intercompany 64kbps clear channel where available.
- 5.1.11 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

5.2 Trunk Forecasting.

- 5.2.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 12, and as a condition to CenturyTel's processing of Chariton Valley Telecom interconnection services ASRs under Section 1.1. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:
- 5.2.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as

described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

5.2.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 5.2.1.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

5.3 Trunk Facility Underutilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the State's grade of service standard or the joint interconnection plan. 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 Chariton Valley Telecom for any necessary network efficiency adjustment.

5.4 Joint Trunk Planning Criteria.

In order to facilitate sound and economical network planning and provisioning, CenturyTel deployment of trunks for Chariton Valley Telecom use may be conditioned on (i) fill factors for trunks previously deployed for the Chariton Valley Telecom; (ii) compensation arrangements to reflect CenturyTel's and the Chariton Valley Telecom's proportionate use of the trunking; (iii) a stranded plant or special construction termination charge to Chariton Valley Telecom for not utilizing the ordered trunking for the forecasted duration; and (iv) whether the Chariton Valley Telecom ordered trunking is Currently Available.

5.5 Network Redesigns Initiated by CenturyTel.

CenturyTel will not charge Chariton Valley Telecom when CenturyTel initiates its own network redesigns/reconfigurations.

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

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

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

6. Indirect Network Interconnection.

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

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

- 6.3 To the extent that the Parties have utilized any Indirect Network Connection for exchange of Local Traffic, they agree to convert such connection to a direct connection when 1) traffic volumes over such connection reach a DS-1 equivalent, or 2) either Party is being charged more than \$_____ monthly in transiting charges.
- 6.4 Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except as provided for in Section 4.4.5.
7. Number Resources.
- 7.1 Number Assignment.
- Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Chariton Valley Telecom's right to employ or to request and be assigned any NANP number resources, including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Chariton Valley Telecom shall be made directly to the NANP Number Plan Administrator. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. Chariton Valley Telecom shall not request number resources to be assigned to any CenturyTel switching entity.
- 7.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.
- 7.2 Rate Centers.
- For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, Chariton Valley Telecom 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.
- 7.3 Routing Points.
- Chariton Valley Telecom will also designate a Routing Point for each assigned NXX code. Chariton Valley Telecom may designate one location within each Rate Center as a Routing Point for the NPA/NXX associated with that Rate Center; alternatively, Chariton Valley Telecom 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 Chariton Valley Telecom within an existing CenturyTel Local Calling Area and LATA. Notwithstanding the foregoing, CenturyTel may determine the correct Rate Center for each Chariton Valley Telecom NXX code in accordance with Section 3.2.6, 3.2.7 and 3.2.8
- 7.4 Code Administration.
- The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.
- 7.5 Programming Switches.
- It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

8. Number Portability (NP).

8.1 Local Number Portability (LNP) Upon a Written BFR Request for LNP.

- 8.1.1 LNP shall only be provided in response to a BFR. The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and State mandates, and industry standards, as may be applicable.
- 8.1.2 The CenturyTel rates for Chariton Valley Telecom service using LNP service are set out in Appendix B attached to this Agreement and made a part hereof. Chariton Valley Telecom shall provide LNP to CenturyTel at the rates specified for Chariton Valley Telecom in Appendix B.
- 8.1.3 The Parties will jointly plan for LNP implementation.
- 8.1.4 LNP will not be allowed where traffic is being exchanged through an indirect connection.

9. Meet-Point Billing (MPB).

9.1 Meet-Point Arrangements.

- 9.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a CenturyTel access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section 8.2 for interim portability.
- 9.1.2 Except in instances of capacity limitations, CenturyTel shall permit and enable Chariton Valley Telecom to sub-tend the CenturyTel access tandem(s) nearest to the Chariton Valley Telecom Rating Point(s) associated with the NPA/NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, Chariton Valley Telecom shall be allowed to subtend the next-nearest CenturyTel access tandem in which sufficient capacity is available.
- 9.1.3 Interconnection for the MPB arrangement shall occur at the interconnection point.
- 9.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the CenturyTel access tandem switch.
- 9.1.5 Chariton Valley Telecom and CenturyTel will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 9.1.6 As detailed in the MECAB document, Chariton Valley Telecom and CenturyTel will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by Chariton Valley Telecom and CenturyTel via the meet-point arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.
- 9.1.7 Chariton Valley Telecom and CenturyTel shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

9.2 Compensation.

9.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by Chariton Valley Telecom and CenturyTel via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.

9.2.2 Subsequently, Chariton Valley Telecom and CenturyTel may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by Chariton Valley Telecom and CenturyTel via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

10. Common Channel Signaling.

10.1 Service Description.

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

10.2 Signaling Parameters.

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

10.3 Privacy Indicators.

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

10.4 Connection Through Signal Transfer Point (STP).

Chariton Valley Telecom may interconnect with the CenturyTel STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Such interconnection shall be negotiated and contracted with the appropriate CenturyTel affiliate.

10.5 Third Party Signaling Providers.

Chariton Valley Telecom may choose a third-party SS7 signaling provider.

10.6 Multi-Frequency Signaling.

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

11. Network Management Controls.

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

ARTICLE VI
RESALE OF SERVICES

1. General.

The purpose of this Article VI is to define the exchange services and related vertical features and other telecommunications services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from CenturyTel and resold by Chariton Valley Telecom and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of exchange services for resale will be governed by the CenturyTel Service Guide.(stated below in section 3.1 and also covering billing, maintenance and service ordering) CenturyTel will make available to Chariton Valley Telecom for resale any Service that CenturyTel currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by this Article VI, below.

2. Terms and Conditions.

2.1 Restrictions on Resale.

[Restrictions on resale may vary among States and should be examined on a State by State basis.]

All resold services shall only be provided to Chariton Valley Telecom under applicable CenturyTel tariff terms and conditions. The following restrictions shall apply to the resale of retail services by Chariton Valley Telecom.

2.1.1 Chariton Valley Telecom shall not resell to one class of customers a Service that is offered by CenturyTel only to another class of customers in accordance with State requirements (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

2.1.2 Chariton Valley Telecom shall not resell lifeline services or other means-tested service offerings unless authorized or required by State or other regulatory law. Only if such authorization or requirement is applicable, the following additional provisions shall apply:

Chariton Valley Telecom shall not resell Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from CenturyTel. Chariton Valley Telecom shall take those actions required by applicable law to determine the eligibility of Chariton Valley Telecom's customers to purchase such service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by applicable law. Chariton Valley Telecom shall indemnify CenturyTel from any claims resulting from Chariton Valley Telecom's failure to take such actions. Further, Chariton Valley Telecom shall, on a monthly basis, self-certify to CenturyTel the customers that are being provided any of the above services. Failure to certify such subscribers will result in the immediate billing of non-discounted rates.

2.1.3 Chariton Valley Telecom shall not resell promotional offerings of ninety (90) days or less in duration. CenturyTel will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.

2.2 No Avoidable Cost Discount on the Resale of Some Retail Services.

2.2.1 The Avoided Cost Discount specified in Section 5.3 of Article VI herein shall not apply to the following retail services:

2.2.1.1 Chariton Valley Telecom may resell ICB/Contract services without an Avoided Cost Discount and only to end-user customers that already have such services.

2.2.1.2 Chariton Valley Telecom may resell COCOT coin or coinless line; however, no Avoided Cost Discount applies.

2.2.1.3 Chariton Valley Telecom may resell special access services, which excludes ADSL; however, no Avoided Cost Discount applies.

2.2.2.1 The Avoided Cost Discount specified in Section 5.3.1 shall apply to all other services available for resale, and they are described in Sections 5.1 and 5.2, of Article VI.

2.3 Volume, Term and Other Discounts on Resold Services.

Chariton Valley Telecom may resell services that are provided at a volume, term or other discount in accordance with terms and conditions of applicable tariff. Chariton Valley Telecom shall not aggregate end-user lines and/or traffic in order to qualify for a volume, term or other discount unless permitted by Exchange Tariff. The volume, term or other discount shall be applied to the price first, followed by the Avoided Cost Discount.

2.4 Resale to Other Carriers.

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

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide.

3.2 Local Service Request.

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

3.2.1 CenturyTel will accept orders for As-Is Transfer (AIT) of services from CenturyTel to Chariton Valley Telecom where CenturyTel is the end-user's current local exchange company. CenturyTel cannot provide an AIT of service from one selling CenturyTel's services to another reseller. In such cases the reseller acquiring the end-user must obtain the services directly from CenturyTel.

3.2.2 Chariton Valley Telecom 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 Chariton Valley Telecom for all Services ordered.

3.3 Certificate of Operating Authority.

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

3.4 Nonrecurring Charges.

Chariton Valley Telecom 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 (Construction, extraordinary Installation/Repair requiring on

site visits) will be charged from the appropriate tariff. No resale or other discount applies to nonrecurring charges.

3.5 Transfers Between Chariton Valley Telecom and Another Reseller of CenturyTel Services.

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

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

3.6 Local Calling Detail.

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

3.7 Originating Line Number Screening (OLNS).

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

3.8 End-Users With An Unpaid Balance

If an end-user has an unpaid balance with CenturyTel, CenturyTel will be unable to process a Chariton Valley Telecom service order for the end-user until the balance is paid, unless this condition is precluded by State or other regulatory law.

4. Maintenance.

4.1 Maintenance, Testing and Repair.

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

5. Services Available for Resale.

5.1 Description of Local Exchange Services Available for Resale.

(a) Services available to Chariton Valley Telecom for resale are limited to circumstances and service areas where CenturyTel is technically able to provide and bill for the service. Resold basic exchange service includes, but is not limited to, the following elements: Voice Grade Local Exchange Access Line - includes a telephone number and dial tone:

(i) Access to long distance carriers. Chariton Valley Telecom 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 Chariton Valley Telecom 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,

- (ii) E-911 Emergency Dialing,
- (iii) Access to Service Access Codes – e.g., 800, 888, 900,
- (iv) Listing of telephone number in an appropriate “white pages” directory, subject to Article VIII, Section 6 herein, and in accordance with the terms and conditions of a Directory Service Agreement with CenturyTel,
- (v) Copy of “White Pages” and “Yellow Pages” directories for the appropriate CenturyTel service area, and
- (vi) IntraLATA toll if CenturyTel is the primary toll service provider and Subject to Article VIII, Section 6 herein, and in accordance with the terms and conditions of a Directory Service Agreement with CenturyTel.

(b) Local Calling - at local usage measured rates if applicable to the end-user customer;

(c) End-user Private Line Services

5.2 Other Services Available for Resale.

Any new Telecommunication services that CenturyTel offers in such tariffs to customers who are not telecommunications carriers may also be available to Chariton Valley Telecom for resale under the same terms and conditions contained in this Agreement and required by the Act.

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

5.3 Rates.

The prices charged to Chariton Valley Telecom for Local Services shall be calculated as follows:

5.3.1 The Avoided Cost Discount as shown in Appendix C shall apply to all retail services except those services listed in Section 2.2 herein.

5.3.2 The Avoided Cost Discount dollar amount calculated under Section 5.3.1 above will be deducted from the retail rate.

5.3.3 The rate resulting from the computations in Sections 5.3.1 and 5.3.2 is the resale rate.

5.4 Grandfathered Services.

Services identified in CenturyTel tariffs as grandfathered in any manner are available for resale only to end-user customers that already have such grandfathered service. An existing end-user customer may not move a grandfathered service to a new service location. Grandfathered Services are subject to a resale Avoided Cost Discount, where applicable.

5.5 Access Charges.

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

6. Responsibility for Miscellaneous Charges by Chariton Valley Telecom's Customer.

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

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

ARTICLE VII
UNBUNDLED NETWORK ELEMENTS

1. General.

The purpose of this Article VII is to define the UNEs that may be leased by Chariton Valley Telecom 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.

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.

2. Unbundled Network Elements.

2.1 Categories.

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

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

2.2 Prices.

Individual UNEs and prices are identified on **Appendix E** attached to this Agreement and made a part hereof, or under the appropriate CenturyTel tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on **Appendix E**.

2.3 Connection to Unbundled Networks.

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

Chariton Valley Telecom may connect to the UNEs listed in this Article VII, provided that the UNE is Currently Available and connection to the UNE is technically feasible. Chariton Valley Telecom may combine these UNEs with any facilities that CenturyTel will provide Chariton Valley Telecom with the same features, functions and capabilities of a particular element that CenturyTel provides itself, and Chariton Valley Telecom may interconnect at any technically feasible point on the CenturyTel network, as explained in this Agreement.

2.3.1 Connection of Chariton Valley Telecom facilities to unbundled elements shall be achieved via physical Collocation arrangements Chariton Valley Telecom shall maintain at the Central Office at which the unbundled services are resident, or pursuant to such other collocation arrangements as may be permissible under a separate Collocation Agreement between the Parties.

2.3.2 Qualifying Service: Each UNE obtained by Chariton Valley Telecom must be used to provision a Qualifying Service. A Qualifying Service is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain ILECs, including, but not limited to, local exchange service (such as "Plain Old Telephone Service"), and access service (such as DSL services and high-capacity circuits). A written statement must accompany all orders for UNEs that will carry such Qualifying Service in accordance with the CenturyTel Service Guide.

2.4 Service Quality.

CenturyTel shall not be responsible for impacts on service attributes, grades of service, etc., resulting from Chariton Valley Telecom's specific use of or modification to any UNE.

2.5 Provisioning and Support.

CenturyTel agrees to provide UNEs in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. CenturyTel shall provide power to such UNEs on the same basis as CenturyTel provides to itself.

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

Chariton Valley Telecom will order services for unbundled loops directly from CenturyTel via United States Mail or facsimile or electronic mail. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide.

3.2 Local Service Request/Access Service Request.

Orders for unbundled loops will be placed utilizing standard LSR forms. Orders for unbundled dedicated transport will be placed utilizing standard ASR forms. CenturyTel will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the CenturyTel Service Guide) must be provided by Chariton Valley Telecom before a request can be processed.

3.3 Nonrecurring Charges.

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

3.4 Transfers Between Chariton Valley Telecoms.

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

4. Network Interface Device (NID) UNE.

4.1 Element Description.

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

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

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

4.2 Direct Connection

Chariton Valley Telecom shall be permitted to connect its own Loop directly to CenturyTel's NID in cases in which ** CLEC uses its own facilities to provide local service to an end-user formerly served by CenturyTel, as long as such direct connection does not adversely affect CenturyTel's network. In order to minimize any such adverse effects, the following procedures shall apply:

4.2.1 When connecting its own loop facility directly to CenturyTel's NID for a residence or business customer, ** CLEC must make a clean cut on the CenturyTel drop wire at the NID so that no bare wire is exposed. ** CLEC shall not remove or disconnect CenturyTel's drop wire from the NID or take any other action that might cause CenturyTel's drop wire to be left lying on the ground.

4.2.2 At multi-tenant customer locations, ** CLEC must remove the jumper wire from the distribution block (i.e. the NID) to the CenturyTel cable termination block. If ** CLEC cannot gain access to the cable termination block, ** CLEC must make a clean cut at the closest point to the cable termination block. At ** CLEC's request and discretion, CenturyTel will determine the cable pair to be removed at the NID in multi-tenant locations. ** CLEC will compensate CenturyTel for the trip charge necessary to identify the cable pair to be removed.

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

4.2.4 CenturyTel Loop elements leased by ** CLEC will be required to terminate only on a CenturyTel NID. If ** CLEC leasing a CenturyTel loop wants a ** CLEC NID, they will also be required to lease a CenturyTel NID for the direct loop termination and effect a NID to NID connection. Rates for the Loop and NID are reflected in Appendix D, along with associated non-recurring charges.

4.3 NID-to-NID Connection.

Parties may cross-connect NIDs. Both Parties agree to the following NID to NID Connection standards.

- 4.3.1 Party may access the end user's customer-premises wiring by any of the following means and Party shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the other Party's NID:
- a) Provider shall allow Party to connect its loops directly to Provider's if space is available and is not used by the Provider or any other telecommunications carriers to provide service to the premises.
 - b) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID. CenturyTel has the same rights with respect to Chariton Valley Telecom's NID.
 - c) Parties may enter the subscriber access chamber or dual chamber NID for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or
 - d) Request Provider to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 4.3.2 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be Chariton Valley Telecom's responsibility to ensure there is no safety hazard and will hold CenturyTel harmless for any liability associated with the removal of the Provider's loop from the Provider's NID, with the indemnification provisions of Article III Section 28.1 to be applicable. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 4.3.3 In no case shall either Party remove or disconnect ground wires from Provider's NIDs, enclosures, or protectors.
- 4.3.4 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from Provider's NID enclosures.
- 4.3.5 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the end user's customer premises and the Distribution Media and/or cross connect to Chariton Valley Telecom's NID.
- 4.3.6 Existing Provider's NIDs will be provided in "as is" condition. A Party may request Provider to do additional work to the NID on a time and material basis. When Chariton Valley Telecom deploys its own local loops with respect to multiple-line termination devices, Chariton Valley Telecom shall specify the quantity of NIDs connections that it requires within such device.

4.4 Removal of Cable Pairs.

Removal of existing cable pairs required for Chariton Valley Telecom to terminate its own loop facilities is the responsibility of Chariton Valley Telecom.

4.5 Maintenance.

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

4.6 Collocation Requirement.

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

5. Local Loops and Subloops UNEs.

5.1 Element Description.

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

5.2 Categories of Loop UNEs Provisioned Over Copper Loops.

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

- (a) 2-Wire Analog Loop is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility may also include carrier derived facility components (i.e. pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local exchange services. CenturyTel does not guarantee data modem speeds on a 2-wire analog loop. In addition, CenturyTel does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in **Appendix E** along with associated non-recurring charges.
- (b) 4-wire Analog Loop conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. CenturyTel does not guarantee data modem speeds on a 4-wire analog loop. In addition, CenturyTel does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in **Appendix E** along with associated non-recurring charges.
- (c) 2-Wire Digital Loop is a transmission facility capable of transporting digital signals up to 160 kbps, with no greater loss than 38 db. end-to-end, measured at 40 kHz without midspan repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). In addition, 2-wire digital loops, dependent on loop make-up, may be configured to support Enhanced Copper Technologies (ECTs), such as ADSL. When utilizing ADSL technology, Chariton Valley Telecom is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards. These loops will be provisioned without load coils or bridged taps. A 2-wire digital loop is not available for ECTs where CenturyTel has provisioned its local network utilizing Digital Loop Carriers

(DLCs). Also, CenturyTel does not provide the electronics required for ECTs provisioned via 2-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in **Appendix E** along with associated non-recurring charges.

- (d) 4-Wire Digital Loop is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 MBPS. Dependent on loop length, this facility may require midspan repeaters. When a 4-wire digital loop is used by Chariton Valley Telecom to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz, should be less than 34 dB. The DC resistance of a single wire pair should not exceed 1100 ohms. These loops will be provisioned without load coils or bridge taps. A 4-wire digital loop is not available for ECTs where CenturyTel has provisioned its local network utilizing Digital Line Concentrators (DLCs). Also, CenturyTel does not provide the electronics required for ECTs provisioned via 4-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in **Appendix E** along with associated non-recurring charges.
- (e) DS-1 loop UNEs will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects. Rates are as reflected in **Appendix E**, including non-recurring charges.
- (f) DS-3 loop UNEs will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end. Rates are as reflected in **Appendix E**, including non-recurring charges.

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

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

- (a) Voice Grade loop UNEs will be provided over Copper or Hybrid loops. These UNEs will provide the equivalent of a DS0 (i.e. 64 kbps) channel using TDM technology.
- (b) DS-1 loop UNEs will be provided over Hybrid loops that use TDM or HDSL electronics. DS-1 loops will support a digital transmission rate of 1.544 Mbps. DS-1 loops do not include channels provisioned over non-TDM electronics, such as those deploying frame, cell, or packet technologies. Rates are as reflected in **Appendix E**, including non-recurring charges.
- (c) DS-3 loop UNEs will be provided over Hybrid loops that use TDM or HDSL electronics. DS-1 loops will support a digital transmission rate of 44.736 Mbps. DS-1 loops do not include channels provisioned over non-TDM electronics, such as those deploying frame, cell, or packet technologies. Rates are as reflected in **Appendix E**, including non-recurring charges.
- (d) Dark Fiber loop UNEs are unused optical transmission facilities, without attached signal regeneration, multiplexing, aggregation or other electronics, from business customer's premises connected via a cross connect to the demarcation point associated with Chariton Valley Telecom's Collocation space in CenturyTel's Central Office. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. CenturyTel will not provide line terminating elements, regeneration or other electronics necessary for Chariton Valley Telecom to utilize Dark Fiber Loops. Rates are as reflected in **Appendix E**, including non-recurring charges.

- (e) CenturyTel shall make available the Dark Fiber loop UNE where it exists in CenturyTel's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by CenturyTel for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including CenturyTel, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; (4) CenturyTel has plans to use the fiber within a two-year planning period; or (5) the loop terminates to a residential end user premises. CenturyTel is not required to place the fiber for Dark Fiber Loop if none is available.

5.4 Loop Conditioning.

- 5.4.1 Chariton Valley Telecom may also require that the analog copper loops described above be conditioned in order for them to provide the end user service, including: Type C, Type DA, and Improved C. The price for such conditioning shall be the applicable charge as provided in **Appendix E**, if available. If Chariton Valley Telecom demands other types of loop conditioning, they will be provided to the extent offered in CenturyTel's tariffs and under their terms.
- 5.4.2 Upon Chariton Valley Telecom request and where available, digital copper loops may be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL service without additional conditioning. Additional charges (e.g. Mid-span Repeaters) may apply for these digital loops. The price for such conditioning shall be the applicable charge as provided in **Appendix E**, if available, or from the appropriate CenturyTel intrastate special access tariff.

5.5 Loop Testing.

- 5.5.1 CenturyTel will not perform routine testing of the unbundled loop for maintenance purposes. It will be Chariton Valley Telecom's responsibility to identify trouble requiring repair and maintenance. CenturyTel will perform repair and maintenance once trouble is identified by Chariton Valley Telecom.
- 5.5.2 All Loop facilities furnished by CenturyTel on the premises of Chariton Valley Telecom's end-users and up to the network interface or functional equivalent are the property of CenturyTel. CenturyTel must have access to all such facilities for network management purposes. CenturyTel employees and agents may enter said premises during business or other reasonable hours to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.
- 5.5.3 CenturyTel will provide loop transmission characteristics to Chariton Valley Telecom end-users that are equal to those provided to CenturyTel end-users.
- 5.5.4 If Chariton Valley Telecom leases loops, which are conditioned to transmit digital signals, as a part of that conditioning, CenturyTel will test the loop and report digital signaling capability to Chariton Valley Telecom. In maintenance and repair cases, if loop tests are taken, CenturyTel will provide any recorded readings to Chariton Valley Telecom at time the trouble ticket is closed in the same manner as CenturyTel provides to itself and its end-users.

5.6 Unbundled Loop Facility Qualification.

- 5.6.1 If Chariton Valley Telecom plans to deploy service enhancing technologies (e.g. ADSL, HDSL, ISDN, etc.) over unbundled Copper Loops that could potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, Chariton Valley Telecom is responsible for notifying CenturyTel of its intent. CenturyTel, upon Chariton Valley Telecom request, will determine if there are any existing or planned service enhancing technologies deployed within the same cable sheath that would be interfered with if Chariton Valley Telecom deployed the proposed technology. If there are existing service

enhancing technologies deployed or in the process of being deployed by CenturyTel or other CLECs, or if CenturyTel has existing near term plans (within six (6) months of the date of facility qualification) to deploy such technology, CenturyTel will so advise Chariton Valley Telecom and Chariton Valley Telecom shall not be permitted to deploy such service enhancing technology. If Chariton Valley Telecom disagrees with CenturyTel's determination, the Parties will jointly review the basis for CenturyTel's decision and attempt to mutually resolve the disagreement.

- 5.6.2 If Chariton Valley Telecom orders an unbundled digital Copper Loop, and provides the industry standard codes indicating the type of service to be deployed on the unbundled digital loop, that shall constitute notification to CenturyTel. CenturyTel will perform the loop qualification as part of the ordering process and no additional charges will apply.
- 5.6.3 If Chariton Valley Telecom orders an unbundled analog Copper Loop, and plans to deploy service enhancing technologies on the unbundled analog loop, notification must be provided separately and apart from the ordering process. CenturyTel, upon Chariton Valley Telecom request, will perform the loop qualification, however, nonrecurring charges may apply.
- 5.6.4 When Chariton Valley Telecom fails to notify CenturyTel of its plans to deploy service enhancing technology over an unbundled analog voice grade Copper Loop or Chariton Valley Telecom fails to properly order an unbundled digital loop and obtain prior qualification from CenturyTel for the facilities, if Chariton Valley Telecom'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 Chariton Valley Telecom and Chariton Valley Telecom will immediately remove such service enhancing technology and shall reimburse CenturyTel for all incurred expense related to this interference.

5.7 Subloop UNEs.

- 5.7.1 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.
- 5.7.2 CenturyTel will provide subloop UNEs on a case-by-case basis pursuant to a BFR.
- 5.7.3 CenturyTel will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by CenturyTel and Chariton Valley Telecom.
- 5.7.4 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by CenturyTel and Chariton Valley Telecom. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

6. Local Switching and Ports UNEs.

- 6.1 Must be negotiated as part of a Commercial Service Agreement.

7. Transport Element UNEs.

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. Chariton Valley Telecom Dedicated Transport can be purchased in bandwidth increments of DSO, DS1 or DS3 at rates outlined in special Access Tariff.

7.1.1 The price of the Interoffice Dedicated Transport UNE varies with the bandwidth purchased and consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility per airline mile (monthly recurring), and Transport Termination (per end, monthly recurring). Chariton Valley Telecom may also require that the Dedicated Transport element ordered be conditioned with DS1 Clear Channel Capability. The price for DS1 Clear Channel Capability shall be the applicable charge as provided in **Appendix E**, if available, or the appropriate CenturyTel intrastate special access tariff.

7.2 Dark Fiber Transport.

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

8. Signaling Network UNE.

Must be negotiated as part of a Commercial Service Agreement.

9. Multiplexing UNE

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

10. Combinations of UNEs.

10.1 In General. CenturyTel will provide ** CLEC with combinations of UNEs upon request, and will convert existing services to combinations of unbundled Loop and Transport UNEs, subject to the restrictions in this section.

10.2 Eligibility Criteria for Certain UNE Combinations.

Combinations of high capacity (DS1 and above) unbundled Transport and/or Loop UNEs are subject to eligibility criteria. First, each individual UNE ordered in the combination must carry a Qualifying Service. In addition, the Loop/Transport combination must meet the following criteria:

- (a) State certification to provide local voice service, or proof of registration, tariff, and compliance filings;
- (b) At least one local number must be assigned per DS1 circuit prior to provision of service

over the circuit; each DS1 equivalent on a DS3 EEL must have a local number assigned prior to provision of service (28 local numbers per DS3);

- (c) Each circuit must have 911/E911 capability prior to the provision of service over that circuit;
- (d) Termination of the circuit to a Collocation or Reverse Collocation arrangement,
- (e) Each circuit must be served by an interconnection trunk in the same LATA over which calling party number ("CPN") will be transmitted,
- (f) One DS1 interconnection trunk (over which CPN will be passed) must be maintained for every 24 DS1 EELs,
- (g) The circuit must be served by a Class 5 switch or other switch capable of providing local voice traffic.
- (h) Other criteria and guidelines as provided by the FCC or Commission will also apply.

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

10.3 Auditing.

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

10.4 Commingling.

Chariton Valley Telecom may commingle traffic carried over the Loop/Transport combination with services obtained from a CenturyTel tariff. 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.

11. Line Splitting and Line Sharing UNEs.

Must be negotiated as part of a Commercial Service Agreement.

12. Call-Related Databases UNE.

Must be negotiated as part of a Commercial Service Agreement.

13. OS/DA UNE.

Must be negotiated as part of a Commercial Service Agreement.

14. OSS UNE.

Must be negotiated as part of a Commercial Service Agreement.

15. Service Management Systems UNE.

Must be negotiated as part of a Commercial Service Agreement.

16. 911 and E-911 Databases.

Must be negotiated as part of a Commercial Service Agreement.

ARTICLE VIII

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Misdirected Calls.

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

- 1.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.
- 1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about the other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or to market services.

2. 911/E-911 Arrangements

These arrangements shall be provided pursuant to local tariff, or a separate agreement of the Parties if not in the local tariff.

3. Information Services.

3.1 Routing.

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

3.2. Billing and Collection and Information Service Provider (ISP) Remuneration.

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

3.2.2 Notwithstanding and in addition to Article III, Section 28, CenturyTel shall be indemnified and held harmless by Chariton Valley Telecom from against any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigation and court costs which may arise as a result of the provisions contained in this Article VIII, Section 3.2. The Indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.

3.2.3 CenturyTel agrees to notify Chariton Valley Telecom in writing within ten (10) Business Days, by registered or certified mail at the address specified in Article III, Section 30, of any claim made against CenturyTel with respect to the obligations subject to the indemnification and hold harmless provisions of Article VIII, Section 3.2.2.

3.2.3 It is understood and agreed that the indemnity and hold harmless provision provided for this in Article VIII, Section 3.2.2 are to be interpreted and enforced as to provide indemnification for liability of CenturyTel to the fullest extent now or hereafter permitted by law.

4. 900-976 Call Blocking

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 Chariton Valley Telecom. Chariton Valley Telecom 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.

5. Telephone Relay Service.

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

6. Directory Listings and Directory Distribution.

Directory listings and directory distribution services will be provided by CenturyTel for Chariton Valley Telecom's customers. Chariton Valley Telecom will be required to execute a Directory Service Agreement with CenturyTel. CenturyTel will provide directory listings and directory distribution services in accordance with the terms and conditions of such an agreement. Further, CenturyTel reserves all existing rights to Chariton Valley Telecom's end-user listings. It is also agreed, that CenturyTel has a right to Chariton Valley Telecom's end-user listings, without any charge being paid to Chariton Valley Telecom.

7. Busy Line Verification and Busy Line Verification Interrupt.

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

ARTICLE IX
COLLOCATION

CenturyTel will provide Collocation for purposes of interconnection or access to UNEs pursuant to the terms and conditions of CenturyTel's Local Tariff for collocation, if applicable, and/or a separate agreement between the Parties.


ARTICLE X

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

To the extent required by the Act, CenturyTel and Chariton Valley Telecom shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, if CenturyTel and Chariton Valley Telecom desire access to the other Party's poles, ducts, conduits or ROWs, CenturyTel and Chariton Valley Telecom shall execute Pole Attachment and conduit occupancy agreements. Chariton Valley Telecom agrees that Pole Attachment and conduit occupancy agreements must be executed separately before it makes any Pole Attachments to CenturyTel facilities or uses CenturyTel's conduit according to the terms of this Agreement. Unauthorized Pole Attachments or unauthorized use of conduit will be a breach of this Agreement

ARTICLE XI
SIGNATURE PAGE

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

By: 

Name: GUY MILLER

Title: CORPORATE DIRECTOR - CARRIER RELATIONS

Date: 2/2/05

By: 

Name: JAMES SIMON

Title: General Manager

Date: February 25, 2005

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC APPLICABLE TO THE MACON, MISSOURI LOCAL CALLING AREA

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

Each Party will bill the other Party as appropriate:

- A. The reciprocal compensation element that applies to Local Traffic on a minute of use basis for Local Traffic routed via a tandem that each Party switches for termination purposes at its wire centers. The reciprocal compensation rate is TBD (defined below)
- B. Local Traffic that is also Information Access Traffic. Bill & Keep
- C. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **\$0.0015000**.
- D. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **\$0.00000361**.
- E. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **\$0.0000971**.
- F. The Tandem Transiting Charge is comprised of the following rate elements:

Tandem Switching:	=	\$0.0015000
Tandem Transport (10 mile average): 10 x \$0.0000039	=	\$0.00003610
Transport Termination (2 Terminations): 2 x \$0.0000971	=	\$0.0001942
Transiting Charge:	=	\$0.0021231
- G. Initial Factors:

1. PLU	95%
2. Initial CenturyTel Originated Local Traffic Factor	50%

TBD Reciprocal Compensation Rate

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

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APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

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

Each Party will bill the other Party as appropriate:

- H. The reciprocal compensation element that applies to Local Traffic on a minute of use basis for Local Traffic routed via a tandem that each Party switches for termination purposes at its wire centers. The reciprocal compensation rate is TBD (defined below)
- I. Local Traffic that is also Information Access Traffic. Bill & Keep
- J. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The tandem switching rate is **TBD**
- K. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The Common Transport Facility rate is **TBD**
- L. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The Common Transport Termination rate is **TBD**
- M. The Tandem Transiting Charge is comprised of the following rate elements:

Tandem Switching:	=	TBD
Tandem Transport (10 mile average): 10 x \$0.0000039	=	TBD
Transport Termination (2 Terminations): 2 x \$0.0000971	=	TBD
Transiting Charge:	=	TBD
- N. Initial Factors:

3.	PLU	95%
4.	Initial CenturyTel Originated Local Traffic Factor	50%

TBD Reciprocal Compensation Rate

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

APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

General. The rates contained in this Appendix B are as defined in Article V, Section 7, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel's costs), or any appeal or other litigation.

Non-Recurring Charges (NRCs) for Number Portability

Service Order Charge - Applicable Century Local Tariff Non-Recurring Service Charge for Business Lines

APPENDIX C

SERVICES AVAILABLE FOR RESALE

General. The rates for resold services described in Article VI, Section 5.2 are based upon an avoided cost discount from CenturyTel's retail rates as provided in Article VI, Section 5.3.1 of the Agreement. The Avoided Cost Discount is subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel's costs), or any appeal or other litigation.

The State Avoided Cost Discount is 12.4%.

Non-Recurring Charges (NRCs) for Resale Services

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

Pre-ordering

- CLEC Account Establishment Per CLEC
- Customer Record Search Per Account

Ordering and Provisioning

- Engineered Initial Service Order (ISO) - New Service
- Engineered Initial Service Order - As Specified
- Engineered Subsequent Service Order

- Non-Engineered Initial Service Order - New Service
- Non-Engineered Initial Service Order - Changeover
- Non-Engineered Initial Service Order - As Specified
- Non-Engineered Subsequent Service Order
- Central Office Connect
- Outside Facility Connect

Product Specific

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

Custom Handling

- Service Order Expedite:Engineered
- Non-Engineered

Coordinated Conversions:

- ISO
- Central Office Connection
- Outside Facility Connection

Hot Coordinated Conversion First Hour:

- ISO
- Central Office Connection
- Outside Facility Connection

Hot Coordinated Conversion per Additional Quarter Hour:

ISO

Central Office Connection

Outside Facility Connection

Application of NRCs

Pre-ordering:

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

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

Ordering and Provisioning:

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX D

Chariton Valley Telecom'S CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS FOR THE STATE OF MISSOURI

In order for CenturyTel to satisfy the requirements of the Federal Communications Commission (FCC), and for Chariton Valley Telecom to be exempted from payment of federal Universal Service Charges (FUSC) associated with services obtained from CenturyTel, Chariton Valley Telecom must certify below that it has submitted, or will submit, the FCC Form 499-A for its 2004 revenues. This certification will be taken as confirmation that Chariton Valley Telecom: (1) is a provider of telecommunications services; (2) has purchased CenturyTel's telecommunications services for the purposes of reselling those services to end users or other entities; and (3) is directly responsible for its own contributions to the federal Universal Service Fund (FUSF), as required by the rules and regulations of the FCC. Chariton Valley Telecom acknowledges that a determination of exemption from payment of CenturyTel's FUSC will be based upon the information provided by Chariton Valley Telecom herein. In the event that CenturyTel exempts the Customer, either wholly or partially, from payment of the FUSC based upon the information represented herein, and thereafter determines that this information is false or inaccurate, Chariton Valley Telecom acknowledges that it will be liable for payment of CenturyTel's FUSC for the relevant period. In such a circumstance, Chariton Valley Telecom also may be responsible for payment directly to the Universal Service Administrator, and any costs incurred by CenturyTel as a result of the false or inaccurate certification.

Alternatively, if Chariton Valley Telecom is not intending to contribute to the FUSF and submit FCC Form 499-A, Chariton Valley Telecom must certify below that it qualifies for an exemption from contribution to the FUSF, in accordance with the FCC's rules and regulations of same. Where Chariton Valley Telecom does not itself contribute to the FUSF, Chariton Valley Telecom may be assessed the FUSC by CenturyTel.

In addition, by Chariton Valley Telecom's signature below, Reseller agrees to provide CenturyTel with an updated annual certification, no later than February 1 of each calendar year, so that CenturyTel may ensure that it continues to accurately report its revenues for FUSF contribution purposes.

Certification Option 1:



I certify that Chariton Valley Telecom Corporation has filed FCC Form 499-A for year 2004 and subsequent year revenues, and will be responsible for remitting all FUSF amounts associated with the provision of services obtained from CenturyTel.

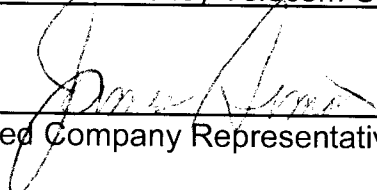
Certification Option 2:

☐ I certify that _____ did not file FCC Form 499-A for year 200__
revenues associated with the provision of services obtained from CenturyTel and
was not obligated to do so because we may claim:

- ☐ *De minimis* status
- ☐ End user status
- ☐ International carrier with less than 12% domestic revenues status
- ☐ Other (please explain) _____

Note that selection of Certification Option 2 will ensure that CenturyTel will
remit all FUSF amounts associated with the services provided to Chariton
Valley Telecom, and will collect these amounts – and any permissible
administrative costs – from Chariton Valley Telecom.

Name: Chariton Valley Telecom Corporation

By: 
Authorized Company Representative

Print Name James Simon

Print Title General Manager

A duly authorized officer or other agent of Chariton Valley Telecom
with such signature binding Chariton Valley Telecom

Date February 25, 2005

APPENDIX E

PRICES FOR UNBUNDLED NETWORK ELEMENTS APPLICABLE TO THE MACON, MISSOURI LOCAL CALLING AREA

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

Network Interface Device (leased separately)

Basic NID	\$.70
Complex (12 x) NID	\$ 1.10

Unbundled Local Loops and Subloops

2 Wire Analog Loop (inclusive of NID)	\$ 22.00
4 Wire Analog Loop (inclusive of NID)	\$ 34.50
2 Wire Digital Loop (inclusive of NID)	\$ 22.00
4 Wire Digital Loop (inclusive of NID)	\$ 34.50

Type C Conditioning	\$ 1.50
Type C Improved Conditioning	\$ 30.00
Type DA Conditioning	\$ 2.00
Mid-Span Repeaters	\$ 74.56

Local Switching and Port UNEs

CA

Transport Elements

Dedicated Transport	Special Access Tariff
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Interoffice Dedicated Transport	Special Access Tariff
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Dark Fiber Transport	CA
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Signaling Network

CA

Multiplexing

CA

Line Splitting and Line Sharing

CA

Call-Related Data Bases

CA

OS/DA UNE

CA

OSS UNE

CA

Service Management Systems UNE

CA

911 and E-911 Data Bases

CA

Inside Wire UNE

CA

Non-Recurring Charges (NRCs) for Unbundled Services

Pre-ordering

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

Ordering and Provisioning

Loop:

Engineered Initial Service Order (ISO)	\$ 47.25
Non-Engineered ISO	\$ 16.00
Central Office Connection	\$ 11.00
Outside Facility Connection	\$ 64.00
Type C Conditioning	\$ 200.00
Type C Improved Conditioning	\$ 200.00
Type DA Conditioning	\$ 200.00

NID:

ISO	\$ 33.88
Outside Facility Connection	\$ 42.69

Transport:

Special Access Tariff

Custom Handling

Service Order Expedite:

Engineered Loop LSRs	\$ 35.48
All Other LSRs	\$ 12.59

Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Chariton Valley Telecom orders any service from this Agreement.

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

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR).

Subsequent Service Order applies per LSR or Access Service Record (ASR) for modifications to an existing Transport service.

Engineered ISO applies per LSR when engineering work activity is required to complete the order.

Non-Engineered ISO applies per LSR when no engineering work activity is required to complete the order.

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

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

Design Change applies per ASR when an engineering review is required for a Transport ASR.

CDT Connection applies in addition to the ISO, per facility for the installation of CDT products.

Multiplexing applies in addition to the ISO, per arrangement for the installation of Multiplexing arrangements.

Conditioning applies in addition to the ISO, per Loop or Transport Facility for the installation and grooming of Conditioning requests.

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

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

Service Order Expedite applies if Chariton Valley Telecom requests service prior to the standard due date intervals.

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

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

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

****Universal Service Fund (USF) Support Surcharge**

Residential (per line)

To Be Determined by FCC

Business (per line)

To Be Determined by FCC

APPENDIX E

PRICES FOR UNBUNDLED NETWORK ELEMENTS

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

Network Interface Device (leased separately)	
Basic NID	TBD
Complex (12 x) NID	TBD
Unbundled Local Loops and Subloops	
2 Wire Analog Loop (inclusive of NID)	TBD
4 Wire Analog Loop (inclusive of NID)	TBD
2 Wire Digital Loop (inclusive of NID)	TBD
4 Wire Digital Loop (inclusive of NID)	TBD
Type C Conditioning	TBD
Type C Improved Conditioning	TBD
Type DA Conditioning	TBD
Mid-Span Repeaters	TBD
Local Switching and Port UNEs	CA
Transport Elements	
Dedicated Transport	Special Access Tariff
Interoffice Dedicated Transport	Special Access Tariff
Dark Fiber Transport	CA
Signaling Network	CA
Multiplexing	CA
Line Splitting and Line Sharing	CA
Call-Related Data Bases	CA
OS/DA UNE	CA
OSS UNE	CA
Service Management Systems UNE	CA
911 and E-911 Data Bases	CA
Inside Wire UNE	CA

Non-Recurring Charges (NRCs) for Unbundled Services

Pre-ordering

CLEC Account Establishment Per CLEC TBD

Customer Record Search TBD

Ordering and Provisioning

Loop:

Engineered Initial Service Order (ISO) TBD

Non-Engineered ISO TBD

Central Office Connection TBD

Outside Facility Connection TBD

Type C Conditioning TBD

Type C Improved Conditioning TBD

Type DA Conditioning TBD

NID:

ISO TBD

Outside Facility Connection TBD

Transport:

Special Access Tariff

Custom Handling

Service Order Expedite:

Engineered Loop LSRs TBD

All Other LSRs TBD

Coordinated Conversions:

ISO TBD

Central Office Connection TBD

Outside Facility Connection TBD

Hot Coordinated Conversion First Hour:

ISO TBD

Central Office Connection TBD

Outside Facility Connection TBD

Hot Coordinated Conversion per Additional Quarter Hour:

ISO TBD

Central Office Connection TBD

Outside Facility Connection TBD

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Chariton Valley Telecom orders any service from this Agreement.

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

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR).

Subsequent Service Order applies per LSR or Access Service Record (ASR) for modifications to an existing Transport service.

Engineered ISO applies per LSR when engineering work activity is required to complete the order.

Non-Engineered ISO applies per LSR when no engineering work activity is required to complete the order.

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

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

Design Change applies per ASR when an engineering review is required for a Transport ASR.

CDT Connection applies in addition to the ISO, per facility for the installation of CDT products.

Multiplexing applies in addition to the ISO, per arrangement for the installation of Multiplexing arrangements.

Conditioning applies in addition to the ISO, per Loop or Transport Facility for the installation and grooming of Conditioning requests.

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

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

Service Order Expedite applies if Chariton Valley Telecom requests service prior to the standard due date intervals.

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

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

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

**Universal Service Fund (USF) Support Surcharge

Residential (per line)
Business (per line)

To Be Determined by FCC
To Be Determined by FCC