

INTERCONNECTION AGREEMENT

Effective as of [DATE]

By and between

CENTURYTEL OF MISSOURI, LLC

AND

[CLEC FULL NAME]

**FOR THE STATE OF
MISSOURI**

TEXT KEY:

BOLD = Charter's proposed language (objected to by CenturyTel)

Double-Underlined = CenturyTel's proposed language (objected to by Charter)

Normalized = Resolved language (no disputes).

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AGREEMENT

PREFACE & RECITALS

This Interconnection Agreement (the "Agreement"), is by and between CenturyTel of Missouri, LLC, with its address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and [FULL CLEC NAME], in its capacity as a certified provider of local wireline Telecommunications Service ("Charter"), with its address for this Agreement at [insert CLEC's address] (CenturyTel and **CLEC being referred to collectively as the "Parties" and each 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, access to their poles, ducts, conduits and rights-of-way, and, in certain cases, the offering of specific 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, and without waiving any reservation of rights set forth herein, CenturyTel and **CLEC hereby covenant and agree as follows:

ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1. PURPOSE OF THE 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 for providing reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by **CLEC of certain Telecommunications Services provided by CenturyTel in its franchised areas in the State pursuant to the obligations of Local Exchange Carriers under the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, *et seq.* 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 rates and cost recovery that may be covered in this Agreement.

2. INTENT OF THE AGREEMENT

Whereas Sections 251 and 252 of the Telecommunications Act of 1996, as amended from time to time (the “Act”), impose specific obligations on the Parties to interconnect with each other’s networks and access to certain services and facilities, the terms and conditions contained in this Agreement are intended to set forth the specific arrangements and services by which the Parties will discharge their respective obligations under Applicable Law. Furthermore, to the extent they apply to CenturyTel’s provision of services and/or facilities to **CLEC, such terms are intended to apply only to the extent required by Applicable Law.

3. SCOPE OF THE AGREEMENT

The following constitute parts of this Agreement:

Agreement:	Preface & Recitals
Article I:	Purpose, Intent and Scope of Agreement
Article II:	Definitions
Article III:	General Terms & Conditions
Article IV:	[Intentionally omitted]
Article V:	Interconnection & Transport & Termination of Traffic (Interconnection)
Article VI:	Access to Unbundled Network Elements (UNEs)
Article VII:	E911 Service Connection and Database Access

Article VIII: Maintenance
Article IX: Additional Services (NP; Access to Poles, Ducts,
Conduit & ROWs;)
Article X: Access to Operations Support Systems (OSS)
Article XI: Pricing
Article XII: Directory Services
Signature Page

The terms and conditions set forth in the Agreement, together with those set forth in its given Articles, are integrally and legitimately related, and shall govern the provision of services and/or facilities by CenturyTel to **CLEC.

Unless otherwise specifically determined by the Commission, in case of conflict between the Agreement and either Party's Tariffs relating to ILEC and CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. In no event shall a Tariff alter, curtail, or expand the rights or obligations of either Party under this Agreement, except by mutual consent. Either Party's Tariffs and/or State Price Lists shall not apply to the other Party except to the extent that this Agreement expressly incorporates **specific rates or terms set forth in** such Tariffs by reference or to the extent that the other Party expressly orders services pursuant to such Tariffs and/or State Price Lists.

Notwithstanding any other provision of this Agreement, neither Party will assess a charge, fee, rate or any other assessment (collectively, for purposes of this provision, "charge") upon the other Party except where such charge is specifically authorized and identified in this Agreement, and is (i) specifically identified and set forth in the Pricing Article, or (ii) specifically identified in the Pricing Article as a "TBD" charge. Where this Agreement references a Tariff rate or provides that a specific service or facility shall be provided pursuant to a Tariff, the Tariff rates associated with such specifically referenced service or facility shall be deemed a charge that has been specifically authorized under this provision. **The Parties do not intend for this provision to be construed to create any obligation upon CenturyTel to provide, or for **CLEC to pay, a service that is not otherwise identified in this Agreement.** If a service or facility otherwise offered under the Agreement does not have a corresponding charge specifically set forth in the Pricing Article, or is not specifically identified in the Pricing Article as being subject to "TBD" pricing, such service and/or facility is not available to **CLEC under this Agreement.

ARTICLE II: DEFINITIONS

1.0 GENERAL RULES

- 1.1 Unless the context clearly indicates otherwise, the definitions set forth in Section 2 of this Article II shall apply to all Articles and Appendices contained in this Agreement. A defined term intended to convey the meaning stated in this Article II is capitalized when used.
- 1.2 Additional definitions that are specific to the matters covered in a particular Article, Appendix or provision may appear in that Article, Appendix or provision. To the extent that there is any conflict between a definition set forth in this Article II and any definition in a specific Article, Appendix or provision, the definition set forth in the specific Article, Appendix or provision shall control with respect to that Article, Appendix or provision.
- 1.3 Capitalized terms that are not otherwise defined in this Article II or Agreement but are defined in the Telecommunications Act of 1996 (“Act”) and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.
- 1.4 Terms used in a Tariff shall have the meanings stated in the Tariff or State Price List in states where detariffing regulation has been implemented.
- 1.5 Unless the context clearly indicates otherwise, any term defined in this Article II which is defined or used in the singular shall include the plural, and any term defined in this Article II which is defined or used in the plural shall include the singular.
- 1.6 The words “shall” and “will” are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2.0 DEFINITIONS

2.1 Access Service Request (ASR)

The Ordering and Billing Forum document designated by CenturyTel to be used by the Parties to add, establish, change or disconnect services or trunks for the purpose of providing Interconnection special access and Switched Access Services.

2.2 Access Tandem Switch

A Local Exchange Carrier (LEC) switching system that is used to connect and switch trunk circuits between and among the LEC’s Central Office network and Interexchange Carriers’ networks.

2.3 **“Act” or “the Act”**

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, *et seq.*

2.4 **Advanced Services**

“Advanced Services” means intrastate or interstate wireline Telecommunications Services (including, but not limited to, ADSL, IDSL, xDSL, Frame Relay and Cell Relay) that rely on packetized or Packet Switched technology that enable users to originate and receive high-quality voice, data, graphics and/or video telecommunications using any technology.

2.5 **Affiliate**

“Affiliate” shall have the meaning set forth in § 153(1) of the Act.

2.6 **Alternate Tandem Provider**

A third-party Tandem Provider.

2.7 **Answer Supervision**

An off-hook supervisory signal.

2.8 **Applicable Law**

All effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.

2.9 **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.”

2.10 **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.

2.11 **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.

2.12 **“Bill-and-Keep” or “Bill-and-Keep Arrangement”**

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic and ISP-Bound Traffic that qualifies for Bill-and-Keep treatment under this Agreement. Under a Bill-and-Keep Arrangement, a Party terminates such traffic originating from End Users of the other Party without explicitly charging the originating Party.

2.13 **Bill Date**

The effective date for which a CenturyTel service is billed and/or invoiced to a customer. The Bill Date shall be the date one day past the billing cycle close date. The Bill Date is the same date each month for recurring bills and is included on any such bill or invoice.

2.14 **Bill Due Date**

Refers to the date that a bill or invoice is due and payable.

2.15 **Bona Fide Request (BFR)**

The process **CLEC must use (1) to submit a request to provide access to a Network Element to which CenturyTel is required to provide access on an unbundled basis under Applicable Law, but which Network Element is new, undefined or not available under the terms of this Agreement; (2) when facilities and equipment are not Currently Available; and (3) when **CLEC requests that CenturyTel provide a Network Element on an unbundled basis that is superior or inferior in quality than those that CenturyTel provides to itself.

2.16 **Business Day**

Monday through Friday, 8 am to 5 pm Central Standard or Daylight Savings time, except for (1) holidays observed by the United States government; (2) days on which the non-priority U.S. mail is not delivered; and (3) company holidays on which CenturyTel is officially closed for business and except as otherwise specifically stated or provided for in other documentation incorporated into this agreement.

2.17 **Carrier Identification Code (CIC)**

Four-digit numbers used by End User Customers to reach the services of Interexchange Carriers (IXCs).

2.18 **Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connection to the PSTN.

2.19 **Central Office Switch**

A switch used to provide Telecommunications Services including (1) End Office Switches which are Class 5 switches from which end-user Telephone 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).

2.20 **CenturyTel Operating Company (CTOC) or CenturyTel**

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

2.21 [Intentionally left blank]

2.22 **CenturyTel Service Guide**

The CenturyTel Service Guide is a handbook that contains CenturyTel's operating procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services.

2.23 **Certificate of Operating Authority**

A certification by the State Commission that **CLEC has been authorized to operate within the State as a provider of local Telephone Exchange Services; in many states this certification is known as a Certificate of Public Convenience and Necessity.

2.24 **CLASS**

An acronym for Custom Local Area Signaling Services. CLASS is based on the availability of Common Channel Signaling (CCS). 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.

2.25 **CLEC Profile**

A CenturyTel form submitted to CenturyTel by any Telecommunications Carrier requesting to interconnect or exchange traffic with CenturyTel's network, requesting unbundled access to CenturyTel's Network Elements, or the ability to initiate any order submission to CenturyTel. Among other things, a

Telecommunication Carrier is required to provide CenturyTel, on the CLEC Profile, the following: its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

2.26 **CLLI Codes**

Common Language Location Identifier Codes.

2.27 **Collocation**

An arrangement whereby a requesting Telecommunications Carrier may locate equipment necessary for Interconnection or access to Unbundled Network Elements at CenturyTel Central Offices for the purposes of interconnecting with CenturyTel's network or for accessing CenturyTel's Unbundled Network Elements pursuant to the interconnection obligations under the Act as codified in 47 C.F.R., Part 51.

2.28 **Commission**

The State Public Service or Public Utility Commission, as applicable.

2.29 **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.

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

A "Local Exchange Carrier," as defined in § 153(26) of the Act, authorized to provide Telephone Exchange Services or Exchange Access services in competition with an ILEC.

2.31 **Contract Year**

A twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

2.32 **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.

2.33 **Copper Loop**

A stand-alone Local Loop comprised entirely of copper wire or copper cable. A Copper Loop includes attached electronics using Time Division Multiplexing (TDM) technology, but does not include packet, cell or frame switching capabilities.

2.34 **Currently Available**

Existing as part of CenturyTel's network at the time of a requested order or service. Currently Available does not include any service, Network Elements, facility, feature, function or capability that CenturyTel either does not provide to itself or to its own End Users, does not have the capability to provide, or is not required to provide under Applicable Law.

2.35 **Customer Proprietary Network Information (CPNI)**

"Customer Proprietary Network Information" or "CPNI" shall have the meaning set forth in 47 U.S.C. § 222.

2.36 **Customer Service Record (CSR)**

A record detailing the services to which an End User Customer subscribes from its telecommunications provider(s).

2.37 **Customer Service Record Search**

A process requested by CLEC prior to account conversion from CenturyTel or from another CLEC that typically searches for basic account information, listing/directory information, service and equipment listing, and billing information for a customer. The CLEC must have obtained proper authorization from the End User Customer prior to requesting a Customer Service Record Search. A Customer Service Record Search will be obtained by means of a LSR where such request is permitted by the provisions of this Agreement.

2.38 **Dark Fiber**

Fiber within an existing fiber optic cable that has not been activated through optronics to render it capable of carrying a Telecommunications Service.

2.39 **Dark Fiber Dedicated Transport**

CenturyTel's unactivated optical interoffice transmission facilities, dedicated to **CLEC, that are within CenturyTel's network and connect CenturyTel switches or Wire Centers within the same LATA and State. Dark Fiber Dedicated Transport does not include transmission facilities between the CenturyTel network and **CLEC's network or the location of **CLEC's equipment.

2.40 **Dedicated Transport**

A transmission path between one of CenturyTel's Wire Centers or switches and another of CenturyTel's Wire Centers or switches within the same LATA and State.

2.41 **Disconnect Supervision**

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

2.42 **Disputed Amounts**

An amount or any portion of bill or invoice sent to a Party that the billed Party contends, in good faith, is not due and payable. For an amount to qualify as a Disputed Amount, the billed Party must provide written notice to the billing Party of the nature and amount of the disputed charge(s) using the process and time period established pursuant to Section 9, of Article III, of this Agreement.

2.43 **DS-1**

A service having a total digital signal speed of 1.544 Mbps.

2.44 **DS1 Dedicated Transport**

CenturyTel interoffice transmission facilities that have a total digital signal speed of 1.544 Mbps and are dedicated to a particular customer or carrier.

2.45 **DS-3**

A service having a total digital signal speed of 44.736 Mbps.

2.46 **DS3 Dedicated Transport**

CenturyTel interoffice transmission facilities that have a total digital signal speed of 44.736 Mbps and are dedicated to a particular customer or carrier.

2.47 **E-911 Service**

An emergency telephone system which includes network switching, database and CPE elements capable of providing selective routing, selective transfer, fixed transfer, caller routing and location information, and/or ALI and is used to route 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed.

2.48 **Effective Date**

The date on which the last Party to this Agreement executes the Agreement, unless prior Commission approval is required in order to make the Agreement effective between the Parties except that the initiation of a new **CLEC account, any new provision of service or obligation or any revision to currently existing

services or obligations shall not take effect for 60 days to accommodate required initial processes. If such Commission approval is required, the Effective Date shall be either the date on which the Commission deems the Agreement approved or, the date on which the Commission deems the Agreement effective, whichever the case may be. The transition from service arrangements under the existing agreement to those under the new, replacement agreement, shall not constitute a revision to a current existing service or obligation.

2.49 **Electronic File Transfer (EFT)**

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

2.50 **End Office**

The telephone company office from which the End User receives exchange service.

2.51 **End Office Switch**

A switching machine that directly terminates traffic to and receives traffic from End Users purchasing local Telephone Exchange Service. A PBX is not considered an End Office Switch.

2.52 **“End User” or “End User Customer”**

Any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.53 **Enhanced Service Provider (ESP)**

A provider of enhanced services as those services are defined in 47 C.F.R. § 64.702. An Internet Service Provider (ISP) is an Enhanced Service Provider.

2.54 **Entrance Facility**

Transmission facilities that connect CenturyTel’s network and **CLEC’s network or the location of **CLEC’s equipment. For example, an Entrance Facility is transmission facility that provides telecommunications between CenturyTel’s switches or Wire Centers and **CLEC’s switches, Wire Centers or equipment locations.

2.55 **Exchange Access**

Exchange Access shall have the meaning set forth in § 153(16) the Act.

2.56 **Exchange Message Interface (EMI)**

An Exchange Message Interface is the standard used for the exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement, and study data. An Exchange Message Interface (EMI) was formerly known as an Exchange Message Record (EMR).

2.57 **Exchange Message Record (EMR)**

See definition of “Exchange Message Interface (EMI)”.

2.58 **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.

2.59 **FCC**

The Federal Communications Commission.

2.60 **Federal Universal Service Charge (FUSC)**

An end-user charge that allows a Telecommunications Carrier to recover the costs of its universal service contributions from its customers.

2.61 **Federal Universal Service Fund (FUSF)**

A fund administered by the National Exchange Carriers Association (NECA) into which Telecommunications Carriers pay their universal service contributions.

2.62 **Foreign Exchange (FX)**

Service offerings of local exchange carriers that are purchased by customers and which allow such customers to obtain Telephone Exchange Service from a mandatory local calling area other than the mandatory local calling area in which the customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both Two-Way and Terminating Only).

2.63 **HDSL Electronics**

High bit-rate digital subscriber line. A technology used to provide services of up to 1.536 Mbps of capacity over a four-wire loop of two copper pairs.

2.64 **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.

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

An “Incumbent Local Exchange Carrier” or “ILEC” shall have the meaning set forth in 47 U.S.C. § 251(h).

2.66 **Indirect Network Connection (or Indirect Interconnection)**

A method of Interconnection for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected, as contemplated by 47 U.S.C. § 251(a).

2.67 **Information Access**

Specialized exchange telecommunications services provisioned by a Telecommunications Carrier in an exchange area in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of an Information Service Provider for the provision of an Information Service.

2.68 **Information Access Traffic**

Traffic delivered to or from an Information Service Provider for the provision of Information Service.

2.69 **Information Service Provider**

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

2.70 **Initial Service Order**

An order submitted by **CLEC to CenturyTel initially ordering an unbundled loop, port or other service required by this Agreement.

2.71 **Inside Wire or Inside Wiring**

Inside Wire or Inside Wiring is wiring within the customer premise that extends to the Point of Demarcation of CenturyTel’s outside plant.

2.72 **Intellectual Property**

For purposes of this Agreement, “Intellectual Property” means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissues, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

2.73 **Intellectual Property Claim**

For purposes of this Agreement, “Intellectual Property Claim” means any actual or threatened claim, action or proceeding relating to Intellectual Property.

2.74 **Interconnection**

“Interconnection” shall have the meaning set forth in 47 U.S.C. § 251, and refers, in this Agreement, to the connection of facilities and equipment between networks, either directly or indirectly, for the transmission and routing of Telephone Exchange Service and Exchange Access. This term does not include the transport and termination of traffic.

2.75 **Interconnection Facility**

The physical connection of separate pieces of equipment and transmission facilities within, between and among networks, for the transmission and routing of Telephone Exchange Service and Exchange Access.

2.76 **Interexchange Carrier (IXC)**

A carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Service.

2.77 **InterLATA Toll Traffic**

Telecommunications traffic between a point located in a LATA and a point located outside such LATA.

2.78 **Internet Service Provider (ISP)**

An Enhanced Service Provider that provides Internet services and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

2.79 **IntraLATA Toll Traffic**

Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the CenturyTel Local Calling Area as defined in **Section(s) [insert] of [insert relevant Tariff]** on file with the Commission. Optional EAS Traffic is included in IntraLATA Toll Traffic.

2.80 **IP-Enabled Voice Traffic**

IP-Enabled Voice Traffic means any IP-enabled, real-time, multi-directional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes: voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and voice traffic originated on the PSTN, and which terminates on IPC, and voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

Interconnected VoIP Service Traffic

Interconnected VoIP Service Traffic is traffic that is provisioned via a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires Internet protocol-compatible customer premises equipment (CPE); and (4) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

2.81 **ISDN User Part (ISUP)**

A part of the SS7 protocol that defines call setup messages and call takedown messages.

2.82 **ISP-Bound Traffic**

Traffic delivered to or from an Internet Service Provider (ISP).

2.83 **Jointly-Provided Switched Access Service Traffic**

Traffic where both CenturyTel's network and **CLEC's network are used to originate Switched Access Service traffic by one of the Party's End User Customers to be delivered to an Interexchange Carrier (IXC) for call completion, or where both CenturyTel's network and **CLEC's network are used to terminate Switched Access Service traffic delivered by an IXC to one of the Party's End User Customers.

2.84 **Line Side**

Refers to an End Office Switch connection that is connected to an ordinary telephone station set, including the connection between a loop termination at, for example, a main distribution frame (MDF) and a switch line card. Line side connections offer only those transmission and signaling features appropriate for the connection between an End Office and an ordinary telephone set, and cannot be used for the direct connection of switching entities.

2.85 **Local Access and Transport Area (LATA)**

"Local Access and Transport Area" or "LATA" shall have the meaning set forth in § 153(25) of the Act.

2.86 **Local Calling Area (LCA)**

Local Calling Area (LCA) traffic is traffic originates and terminates in the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in **Section(s) [insert] of [insert relevant Tariff]** on file with the Public Service Commission of Missouri.

2.87 **Local Exchange Carrier (LEC)**

"Local Exchange Carrier" or "LEC" shall have the meaning set forth in § 153(26) of the Act.

2.88 **Local Exchange Routing Guide (LERG)**

The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as equipment designation.

2.89 **Local Traffic**

For purposes of Article V of this Agreement, 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 **Section(s) [insert] of [insert relevant Tariff]** on file with the Public Service Commission of Missouri. 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. Local Traffic includes IP-Enabled Traffic Interconnected VoIP Service Traffic to the extent that the originating end user and the terminating end user are physically located in the same CenturyTel Local Calling Area.

2.90 **“Local Interconnection Trunk” or “Local Interconnection Trunk Groups”**

One-way or two-way trunks or trunk groups used to carry Local Traffic.

2.91 **Local Loop**

A transmission facility between a distribution frame (or its equivalent) in a CenturyTel Central Office and the loop demarcation point at an End User Customer’s premises.

2.92 **Local Service Request (LSR)**

The Ordering and Billing Forum document designated by CenturyTel to be used by the Parties to establish, add, change or disconnect local Telecommunications Services and Unbundled Network Elements for the purpose of providing competitive local Telecommunications Services. Unless otherwise agreed by the Parties, the Local Service Request document will be used by the Parties to initiate carrier-to-carrier arrangements related to each Party’s number portability obligations. The document may also be used for the exchange of subscriber information, in conjunction with each Party’s obligations under this Agreement.

2.93 **Loop Facility Charge**

An additional charge applied to LSRs when fieldwork is required to provide unbundled loop service. Loop Facility Charge is applied on a per LSR basis.

2.94 **Main Distribution Frame (MDF)**

A distribution frame or equivalent at the Central Office where ports inside such Central Office connect to an outside transmission facility.

2.95 **Mass Calling Trunks**

Mass Calling Trunks are trunks designed to handle high call volumes for a wide range of applications, with or without caller interaction with Interactive Voice Response or touch-tone navigation. Mass Calling Trunks typically are associated with television or radio and allow customers to use their telephone to express an opinion, such as voting on interactive television shows, public opinion polling, surveys, information and contests using a virtual call center.

2.96 **Meet Point**

A Meet Point is a point, designated by the Parties, at which one Party's responsibility for service begins and the other Party's responsibility ends.

2.97 **“Meet Point Billing (MPB)” or “Meet Point Billing Arrangement”**

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 in **Section(s) [insert] of [insert relevant Tariff]** and **in Section [] of the National Exchange Carrier Association (“NECA”) Interstate Access Tariff FCC No. 5.**

2.98 **“Mid-Span Fiber Meet” or “Fiber Meet”**

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic.

2.99 **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.

2.100 **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.

2.101 **National Security Emergency Procedures (NSEP)**

Federal procedures that apply to Telecommunications Carriers that are used to maintain a state of readiness or to respond to and manage any event or crisis that causes or could cause injury or harm to the population, damage to or loss of property, or degrade or threaten the national security or emergency preparedness of the United States.

2.102 **Network Element**

“Network Element” shall have the meaning set forth in § 153(29) of the Act.

2.103 **Network Interface Device (NID)**

A means of interconnecting Inside Wiring to CenturyTel’s distribution plant, such as a cross-connect device used for that purpose. The NID houses the protector, the point from which the Point of Demarcation is determined between the loop (inclusive of the NID) and the End User Customer’s Inside Wire pursuant to 47 CFR 68.105.

2.104 **911 Service**

An emergency reporting system to facilitate the reporting of emergencies requiring response by a public safety agency whereby a caller can dial a common number (911) for emergency services. Basic 911 is an emergency telephone system which automatically connects 911 callers to a designated answering point. Call routing is determined by originating Central Office only. Basic 911 may or may not support ANI and/or ALI.

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

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that assigns area codes and sets rules for calls to be routed across these countries.

2.106 **Number Portability (NP)**

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.

2.107 **Numbering Plan Area (NPA)**

Also sometimes referred to as an “area code,” an NPA 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.

2.108 **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.

2.109 **Operations Support Systems (OSS)**

The pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyTel's databases and information.

2.110 **Optional EAS Traffic**

Optional EAS Traffic is local calling scope traffic that, under an optional rate package chosen by the End User Customer, terminates at a physical location outside of that End User Customer's Local Calling Area or mandatory Extended Area Service (EAS).

2.111 **"Packet Switching" or "Packet Switched"**

"Packet Switching" or "Packet Switched" refers to the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line (DSL) access multiplexers, including but not limited to the ability to terminate an End User Customer's Copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

2.112 **Party or Parties**

"Party" shall mean CenturyTel or **CLEC depending on the context. "Parties" refers collectively to both CenturyTel and **CLEC.

2.113(A) **Percentage Local Use (PLU)**

A percentage calculated by dividing the number of minutes of Local Traffic by the total number of minutes. The resulting factor is used to determine the portion of Local Traffic minutes exchanged via Local Interconnection Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given Local Calling Area or mandatory EAS area as defined in **Section(s) [insert] of [insert relevant Tariff]** on file with the Public Service Commission of Missouri.

2.113(B) Physical Collocation

Physical Collocation is an offering by an ILEC that enables a requesting Telecommunications Carrier to:

- (1) Place its own equipment to be used for Interconnection or access to Unbundled Network Elements within or upon an ILEC's Premises;
- (2) Use such equipment to interconnect with an ILEC's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or to gain access to an ILEC's Unbundled Network Elements for the provision of a Telecommunications Service;
- (3) Enter those premises, subject to reasonable terms and conditions, to install, maintain, and repair equipment necessary for Interconnection or access to Unbundled Elements;
- (4) Obtain reasonable amounts of space in an ILEC's Premises, as provided in this part, for the equipment necessary for Interconnection or access to Unbundled Elements, allocated on a first-come, first-served basis.

2.114 Point of Demarcation

The term Point of Demarcation shall have the meaning set forth in 47 C.F.R. § 68.105.

2.115 Point of Interconnection (POI)

A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between **CLEC and CenturyTel for the interconnection of their respective networks.

2.116 Pole Attachment

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

2.117 Premises

Premises refers to a Party's Central Offices and serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by a Party

that house its Network Facilities; all structures that house a Party's facilities on public Rights-of-Way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by a Party that is adjacent to these Central Offices, Wire Centers, buildings and structures.

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

A facility that has been designated to receive 911 calls and route them to emergency services personnel. A PSAP may be designated as Primary or Secondary. Primary PSAPs are facilities to which 911 calls are routed directly from the 911 control office; Secondary PSAPs are facilities to which 911 calls are transferred from a Primary PSAP.

2.119 **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 purpose of the application of interstate or intrastate Tariffs. 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.

2.120 **Rating Point**

The vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.

2.121 **Reciprocal Compensation**

Compensation paid or provided under 47 U.S.C. § 251(b)(5).

2.122 **Remote End Office Switch**

A switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not have the full features, functions and capabilities of an End Office Switch. Such features, functions, and capabilities are provided to a Remote End Office Switch via an umbilical and a host End Office.

2.123 **"Repeatedly delinquent"**

As used in Article III, “repeatedly delinquent” shall refer to the failure to remit or pay a bill under this Agreement within thirty (30) calendar days after the bill due date, three (3) or more times during a twelve (12) month period..

2.124 Reverse Collocation

Arrangements in which CenturyTel collocates its equipment at a **CLEC’s Premises, or in a common location outside of its own Central Office, for purposes of Interconnection.

2.125 Right-of-Way (ROW)

The right to use the land or other property owned or controlled by 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.

2.126 Routine Network Modifications

A Routine Network Modification is an activity that CenturyTel regularly undertakes for its own customers.

- (a) For purposes of UNE loops, Routine Network Modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that CenturyTel ordinarily attaches to a loop to activate such loop for its own customer. Routine Network Modifications may also include activities needed to enable **CLEC to obtain access to Dark Fiber. Routine Network Modifications may also entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.
- (b) For purposes of UNE Dedicated Transport, Routine Network Modifications include: rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; or performing activities needed to enable **CLEC to light a Dark Fiber transport facility. Routine Network modifications also may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings.

Routine Network Modifications do not include: the construction of a new loop or new transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyTel is not obligated to perform these and other similar activities for **CLEC.

2.127 **Routing Point**

Denotes a location that a LEC has designated on its own network as the homing or routing point for traffic inbound to Telephone Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage measurements 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.

2.128 **Selective Router (SR)**

A device that routes E911 calls to the appropriate PSAP based on the caller's location.

2.129 **Service Affecting**

A "Service Affecting" issue or dispute shall mean that such issue or dispute, unless resolved, places a Party's End User Customer in immediate or imminent risk of not being able to use the service to which that End User Customer subscribes.

2.130 **"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.

2.131 **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.

2.132(A) **Signaling System 7 (SS7)**

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards that is used to provide basic routing information, call set-up and other call termination functions.

2.132(B) **Stand-Alone Fiber Loop**

A facility connecting an End User Customer premises to the nearest LEC Central Office that consists of a single, uninterrupted length of optical fiber cable. A Stand-Alone Fiber Loop is also known as a “home run” fiber loop.

2.133 **State**

As used in this Agreement, “State” shall refer to the state in which services are to be provided under this Agreement. For purposes of this Agreement, “State” shall mean the State of Missouri.

2.134 **State Price List**

A document which is made available to the public, and which sets forth rates, terms and conditions of a Party’s end user services within a specific state. For purposes of this Agreement, a State Price List may, or may not, be filed or approved by the public service commission in such state.

2.135 **Subsequent Service Order**

An order submitted by **CLEC to CenturyTel via requesting a change to a pending service order.

2.136 **Subsidiary**

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

2.137 **Switched Access Services**

The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services. The term “Switched Access Service” is interchangeable with “Switched Exchange Access Service.”

2.138 **Synchronous Optical Network (SONET)**

An optical interface standard that allows interworking of transmission products from multiple vendors (*i.e.*, mid-span meets). The base rate is 51.84 Mbps (OC/STS-1 and higher rates are direct multiples of the base rate up to 1.244 Gbps).

2.139 **“Tandem” or “Tandem Switch” or “Tandem Office Switch”**

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

2.140 **Tariff**

Any applicable filed and effective Federal or state tariff (and/or State Price List) of a Party, as amended from time-to-time, **that the Parties have specifically and expressly identified in this Agreement for the purpose of incorporating specific rates or terms set forth in such document by mutual agreement.** Either Party’s Tariffs shall not apply to the other Party except to the extent that this Agreement expressly incorporates such Tariffs by reference or to the extent that the other Party expressly orders services pursuant to such Tariffs.

2.141 **“TDM” or “TDM Technology” or “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.

2.142 **Technically Feasible**

Interconnection, access to Unbundled Network Elements, collocation and other methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access or methods.

2.143 **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.

2.144 **Telecommunications**

“Telecommunications” shall have the meaning set forth in § 153(43) of the Act.

2.145 **Telecommunications Carrier**

“Telecommunications Carrier” shall have the meaning set forth in § 153(44) of the Act. This definition includes CMRS providers, IXCs and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international telecommunications for a fee directly to the public.

2.146 **Telecommunications Equipment**

“Telecommunications Equipment” shall have the meaning set forth in § 153(45) of the Act.

2.147 **Telecommunications Service**

“Telecommunications Service” shall have the meaning set forth in § 153(46) of the Act.

2.148 **Telecommunications Service Priority (TSP)**

A procedure established by the National Communications System Office (NCSO) used by a Telecommunications Carrier to establish priorities in deciding which lines and trunks to restore subsequent to an outage. Generally, the highest priority goes to federal law enforcement and military usage, with local emergency services (including 911 Service) and medical facilities following..

2.149 **Telephone Exchange Service**

“Telephone Exchange Service” shall have the meaning set forth in § 153(47) of the Act.

2.150 **“Telephone Toll” or “Telephone Toll Service”**

“Telephone Toll” or “Telephone Toll Service” is telephone service between stations in different exchange areas. Telephone Toll traffic can be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic” depending on whether the originating and terminating points are within the same LATA.

2.151 **Third Party Originating Carrier**

**CLEC, when it sends traffic originated by its End User Customers to CenturyTel’s End User Customers via an Alternate Tandem Provider, or CenturyTel, when it sends traffic originated by its End User Customers to **CLEC’s End User Customers via an Alternate Tandem Provider.

2.152 **Third Party Terminating Carrier**

CenturyTel, when traffic is terminated to it by **CLEC via an Alternate Tandem Provider, or **CLEC, when traffic from CenturyTel is terminated to **CLEC via an Alternative Tandem Provider.

2.153 Time and Material Charges

Time and Materials Charges are charges for individual-case-basis work requested by **CLEC. “Time” charges are for the cost of labor which includes, but is not limited to, work preparation and actual work. This labor time is multiplied by an applicable labor rate. “Material” charges are for the cost of items required to fulfill the job requirements.

2.154 Transit Service

A switching and transport function which allows one Party to send Transit Traffic to the other Party’s network through a third-party’s Tandem and/or transport facilities, or to a third-party network through the other Party’s Tandem and/or transport facilities.

2.155 Transit Traffic

Traffic between the Parties End User Customers that is routed utilizing a third-party Telecommunications Carrier’s local and/or Access Tandem Switch, or between a Party’s End User Customers and a third-party Telecommunications Carrier’s End User Customers (*e.g.*, third-party CLECs, ILECs) that is routed utilizing the other Party’s local and/or Access Tandem Switch. Transit Traffic does not include any traffic delivered to from, or carried by an Interexchange Carrier (IXC) at any time during the call

2.156 Trunk Side

Refers to a Central Office switch connection that is connected to another switching entity, including the connection between trunk termination at a Trunk Side cross-connect panel and a trunk card. 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.

2.157 Unbundled Network Element (UNE)

A Network Element separate from the facility or functionality of other Network Elements available for a separate fee in accordance with 47 U.S.C. § 251(c)(3). Specific references to Unbundled Network Elements or UNEs contained throughout this Agreement are to the Unbundled Network Elements described in Article VI (UNEs) of this Agreement.

2.158 Vertical Features (including CLASS Features)

Features, functions and capabilities provided through operation of hardware and software comprising a switch.

2.159 **Virtual Collocation**

Virtual Collocation is an offering by an ILEC that enables a requesting Telecommunications Carrier to:

- (1) Designate or specify equipment to be used for Interconnection or access to Unbundled Network Elements to be located within or upon an ILEC's Premises, and dedicated to such Telecommunications Carrier's use;
- (2) Use such equipment to interconnect with an ILEC's network facilities for the transmission and routing of Telephone Exchange Service, Exchange Access Service, or both, or for access to an ILEC's Unbundled Network Elements for the provision of a Telecommunications Service; and
- (3) Electronically monitor and control its communications channels terminating in such equipment.

2.160 **Virtual NXX Traffic (VNXX Traffic)**

As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a CLEC'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.

2.161 **Website**

As used in this agreement, Website shall mean:
www.centurytel.com/wholesaleservices

2.162 **Wire Center**

The location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such Local Loops may be served by one (1) or more Central Office Switches within such premises.

ARTICLE III: GENERAL TERMS & CONDITIONS

I.

GENERAL TERMS & CONDITIONS

REGARDING APPLICATION, EFFECTIVE DATE, TERM AND GOVERNING LAW

1.0 APPLICATION OF THESE GENERAL TERMS & CONDITIONS

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 Terms & Conditions apply to all Articles and Appendices of this Agreement.

2.0 EFFECTIVE DATE, TERM & TERMINATION

2.1 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.

2.2 Term. This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until three years after the effective date (the “Initial Term”). If neither Party elects to terminate this Agreement as of the date of termination of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a “Follow-on Term”) unless and until cancelled or terminated as provided in this Agreement.

2.3 Notice of Termination. Either **CLEC or CenturyTel may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (“Notice of Termination”) at least ninety (90) calendar days in advance of the applicable date of termination. Either **CLEC or CenturyTel may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of the applicable date of termination.

2.4 Effect on Termination of Negotiating Successor Agreement. If either **CLEC or CenturyTel provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either **CLEC or CenturyTel has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between **CLEC and CenturyTel; or, (b) the date 180 calendar days after the date of termination identified in the Notice of Termination; except as may be mutually agreed by the Parties. The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance

with Section 2.6 (Termination Upon Default) or Section 2.7 (Termination Upon Sale).

- 2.5 Termination and Post-Termination Continuation of Services. If either **CLEC or CenturyTel provides notice of termination pursuant to Section 2.3 and, by 11:59 p.m. Central Time on the proposed date of termination, neither **CLEC nor CenturyTel has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyTel under this Agreement at the time of termination will be terminated. **CLEC may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s); (ii) other terms and conditions made generally available by the Commission to local Telecommunications Service providers, if any; or (iii) terms and conditions available under Section 252(i) of the Act, if elected by **CLEC. If **CLEC elects to have such services or functions continue pursuant to terms and conditions available under Section 252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by **CLEC under Section 252(i).
- 2.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; *provided, however*, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) calendar days of receipt of written notice thereof. **has complied with the dispute resolution provisions of this Agreement, including Section 20.** Following CenturyTel’s notice to **CLEC of its Default, CenturyTel shall not be required to process new service orders until the Default is timely cured.

“Default” is defined to include:

- (a) A Party’s insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) The **final** revocation by the Commission of a Party’s Certificate of Operating Authority **and transition of End Users to another carrier**, or
- (c) **A decision pursuant to the Formal Dispute Resolution provisions of Section 20 of this Agreement that a Party has materially breached any of the terms or conditions hereof, except in no event should termination occur unless so ordered by the Commission** A Party’s violation of any material term or condition of the Agreement; or
- (d) **Failure of a Party to pay undisputed amounts or to properly dispute unpaid amounts in accordance with Section 9, and subject to either Party invoking its rights under Section 20, Dispute Resolution, except**

that in no event should termination occur unless so ordered by the Commission. A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 9) within thirty (30) calendar days after the bill date.

- 2.7 **Termination Upon Sale.** Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-affiliate. **The right of termination provided herein is expressly conditioned upon, and subject to, unconditional and prompt acceptance of the terms of this Agreement by the non-affiliated Party.** The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice the non-Affiliated Party provides formal, written notice of its acceptance and assumption of the rights, obligations, and duties of the Party selling or transferring the area, and the other Party being reasonably satisfied that the Party acquiring the area is able to fulfill the obligations hereunder. Such acceptance and assumption shall be **memorialized in a form mutually agreed upon by both Parties.** 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. The Parties agree to abide by any applicable Commission Order regarding such sale or transfer.
- 2.8 **Liability Upon Termination.** Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.
- 2.9 **Predecessor Agreements.**
- 2.9.1 Except as stated in Section 2.9.2 or as otherwise agreed in writing by the Parties:
- 2.9.1.1 any prior interconnection agreement between the Parties for the State of Missouri pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and
- 2.9.1.2 any services that were purchased by one Party from the other Party under a prior interconnection agreement between the Parties for the State of Missouri pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the

Effective Date be subject to the prices, terms and conditions of under this Agreement.

- 2.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior interconnection agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.
- 2.9.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 2.9.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the termination liability specified in the applicable contract or Tariff.

3.0 APPLICABLE LAW

- 3.1 Applicable Law. The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.
- 3.2 Rule of Construction. The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has relied solely on the advice of its own legal counsel in accepting such negotiated terms and conditions. This Agreement shall be fairly interpreted in accordance with its terms. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.
- 3.3 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Missouri. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.
- 3.4 Parties' Agreement to Comply with Applicable Law. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

3.4.1 Neither Party shall be liable for any delay or failure in performance resulting from any requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

3.4.2 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

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

3.5 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or invalid under Applicable Law, such unenforceability or invalidity shall not render unenforceable or invalid any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such unenforceable or invalid provision; provided, that if the unenforceable or invalid provision is a material provision of this Agreement, or the unenforceability or invalidity materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party, may, upon written notice to the other Party, invoke the Change of Law provisions of Section 12 of this Agreement.

II. OTHER GENERAL TERMS & CONDITIONS

4. AMENDMENTS

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

5. ASSIGNMENT

Any assignment, in whole or in part, by either Party of any right, obligation, duty or interest arising under the Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, shall be null and void, except that either Party may assign, **in conjunction with the sale of all or substantially all assets, and** to the extent consistent with Applicable Law, all of its

rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or Affiliate of that Party without consent, upon ninety (90) calendar days' written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder. Any attempt to make an assignment or delegation in violation of this section shall constitute a default of this Agreement.

6. ASSURANCE OF PAYMENT

6.1 To the extent Charter may not have already established and maintained satisfactory credit with CenturyTel affiliates, CenturyTel may request Charter to provide to CenturyTel a deposit for or an adequate assurance of payment of amounts due (or to become due) to CenturyTel hereunder.

6.1.1 When a Deposit/Assurance of Payment Is Requested. Such deposit or assurance of payment of charges may be requested by CenturyTel **when Charter fails to timely pay (as defined by Section 9 of this Agreement, an undisputed invoice rendered by CenturyTel) or if Charter has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding** based on CenturyTel's analysis of the CenturyTel Credit Application ("Credit Application") and other relevant information regarding Charter's credit and financial condition. In determining whether an additional security deposit is required, CenturyTel may request an updated Credit Application and will review Charter's credit rating and report details, any documentation relative to bankruptcy, insolvency or similar proceeding, Charter's payment history with CenturyTel affiliates, and to the extent available, Charter's financial information. Upon the conclusion of this review, if CenturyTel continues to require an additional security deposit, at Charter's request, CenturyTel will provide a written explanation to Charter.

6.1.2 The Parties will work together to determine the need for or amount of a reasonable initial or increase in deposit. If the Parties are unable to agree, then **either Party may initiate dispute resolution proceedings pursuant to Section 20 of this Agreement** Charter must file a petition for resolution of the dispute. Such petition shall be filed with the Commission. The Parties agree that any decision ordered by the Commission will be binding for the state covered by this Agreement. In the case of a disputed initial deposit, the Parties acknowledge that CenturyTel will not be required to accept any orders for service **during the time in which the** until such

time as the requested deposit is paid or the dispute is ongoing settled. In the event Charter fails to file a petition with the Commission or pay the disputed deposit within 30 days of the request for an additional deposit, then CenturyTel may not terminate service to Charter on the basis of any dispute arising between the Parties concerning in accordance with Sec. 2 and any security deposits that may be required of Charter will be applied to Charter's account.

- 6.2 Calculating the Amount of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, such deposit will be calculated based on the greater of (1) CenturyTel's estimated two-month charges to Charter (including, but not limited to, both recurring and non-recurring charges) using Charter's forecast of interconnection facilities and any other facilities or services to be ordered from CenturyTel, or (2) \$5,000. If Charter does not provide a forecast of its facility or service demand under this Agreement, Charter shall provide, upon CenturyTel's request, a deposit or assurance of payment of charges in an amount of \$5000.

Unless otherwise agreed by the Parties, such deposit will be calculated based on the total of two(2) months of CenturyTel's charges to Charter (including, but not limited to, both recurring and non-recurring charges), from the previous six (6) month period.

- 6.3 Modifying the Amount of Deposit/Assurance of Payment. CenturyTel reserves the right to request an additional amount of the deposit or assurance of payment required of Charter if Charter is repeatedly delinquent in making its payments, or Charter is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyTel due to Charter's previous non-payment, or when conditions otherwise justify such action based on actual billing history and/or the credit rating of Charter. "Repeatedly delinquent" means any non-disputed payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period.
- 6.4 Form of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, the deposit or assurance of payment shall consist of (a) a cash security deposit in U.S. dollars held by CenturyTel, (b) an irrevocable standby letter of credit naming CenturyTel as the beneficiary thereof, (c) a surety bond in a form acceptable to CenturyTel, or (d) some other form of security as the Parties may mutually agree.
- 6.5 Interest on Cash Deposit. CenturyTel shall pay interest on any such cash deposit in accordance with state requirements for End User deposits if such exist.
- 6.6 Drawing on Deposit/Assurance of Payment. CenturyTel may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to Charter in respect of any undisputed amounts to be paid by Charter for services or facilities rendered under this Agreement that are not paid within thirty

(30) calendar days of the date that payment of such amounts is required by this Agreement.

- 6.7 Charter's Replenishment of Deposit/Assurance of Payment. If CenturyTel draws on the letter of credit or cash deposit, in accordance with the terms of this Agreement, upon request by CenturyTel, Charter shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.
- 6.8 Effect on Other Obligations. The fact that a deposit or a letter of credit is requested by CenturyTel hereunder shall in no way relieve Charter from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and timely payment for facilities or services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of services for nonpayment of any undisputed amounts, payment of which is required by this Agreement.

7. AUDITS

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

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

- 7.1.3 Cooperation of the Parties. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills. Each audit shall be conducted on the premises of the Audited Party where the Audited Party's records reside, will take place during normal business hours and shall comply the Audited Party's normal security procedures.
- 7.1.4 Audit Expenses. Audits shall be performed at the Auditing Party's expense, unless the audit found billing errors or inaccuracies in favor of the Auditing Party, in an amount determined by the Audit that exceeds ten percent (10%) of the amount billed to the Audited Party, in which case the Audited Party shall reimburse the Auditing Party for its expense in performing said audit. There shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.
- 7.1.5 Audit Summary. Neither Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. The Audited Party may redact from the books, records and other documents provided to the auditor any confidential information of the Audited Party that reveals the identity of other customers of the Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.
- 7.1.6 Adjustments. Adjustments to the Audited Party's charges shall be made to correct errors or omissions disclosed by an audit. The performance of adjustments shall be subject to examination. The Audited Party will provide a formal written response to any findings in an audit within thirty (30) calendar days of receipt of any such findings. The Auditing Party in

turn will respond to the Audited Party's response within forty-five (45) calendar days of receipt of the Audited Party's response.

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

7.1.8 Disputes. Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the procedures set forth in Section 19 regarding dispute resolution.

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

7.2.1 Percentage Local Use. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU") to determine the amount of Local Traffic minutes to be billed to the other Party unless the billing Party is able to track Local Traffic usage. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding Transit Traffic. Requests to calculate or recalculate PLU shall be made no more

frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

8. AUTHORIZATION AND AUTHORITY

- 8.1 Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her or its choosing, and **CLEC has not relied on CenturyTel's counsel or on representations by CenturyTel's personnel not specifically contained in this Agreement, in entering into this Agreement.
- 8.2 CenturyTel represents and warrants that it is a Limited Liability Corporation (LLC) duly organized and validly existing under the laws of the State of Louisiana. CenturyTel is in good standing and is duly authorized to do business under the laws of the State of Missouri and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 **CLEC represents and warrants that it is a Limited Liability Company (LLC) duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.4 **CLEC Certification. Notwithstanding any other provision of this Agreement, CenturyTel shall have no obligation to perform under this Agreement until such time as **CLEC has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as **CLEC. **CLEC must represent and warrant to CenturyTel that it is a certified local provider of Telephone Exchange Service in the State. **CLEC will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request. **CLEC shall not place any orders under this Agreement until it has obtained such authorization.

9. BILLING & PAYMENTS/DISPUTED AMOUNTS

Except as provided elsewhere in this Agreement and, where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), **CLEC and CenturyTel agree to exchange all information to

accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

- 9.1 Back Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill date. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior.
- 9.2 Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the Bill Date (“Bill Due Date”). When delivery of a bill to a receiving Party has been delayed by, or not received within five (5) business days after the invoice date, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party. Delivery of the bill to the receiving Party will be determined by the date that bills are electronically available. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next Business Day. Payments may be transmitted by electronic funds transfer. Late payment charges, if any, will be payable in accordance with the provisions of this Agreement.
- 9.3 Late Payment Charges. If any undisputed amount due on a billing statement is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess, and the billed Party agrees to pay, a late payment charge on the past due balance equal to one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which such payment is made. Such late payment charges shall be included on the billing Party’s next statement to the billed Party.
- 9.4 Disputed Amounts. The following shall apply where a Party disputes, in good faith, any portion of an amount billed under this Agreement (“Disputed Amounts”). Both **CLEC and CenturyTel agree to expedite the investigation of any Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution. If the Parties cannot resolve the dispute through established billing dispute procedures within 180 days of the billed Party providing written notice of Disputed Amounts to the billing Party, the billed Party shall file a petition for formal dispute resolution pursuant to Section 20.3 of this Article (without regard for any further informal dispute resolution negotiations that may be referenced in Section 20.3). If the billed Party fails to seek formal dispute resolution pursuant to Section 20.3 within one

(1) year of the billed Party providing written notice to the billing Party of such Disputed Amounts, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amount.

9.4.1 Disputed Amounts Withheld From Payment.

If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party may withhold payment of such Disputed Amounts only if it gives written notice to the billing Party of the amounts it disputes and includes in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the **following agreed upon procedures; as set forth in Attachment 1 guidelines for submitting billing dispute claims set forth in CenturyTel’s CLEC Service Guide.** Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim on or prior to the Bill Due Date means that the total charges billed are due and payable to the billing Party on the due date. The billed Party shall pay all undisputed amounts no later than the Bill Due Date. The billed Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. If the billed Party disputes any charges and any portion of the dispute is resolved in favor of the billed Party, the Parties shall cooperate to ensure that the billing Party shall credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute. Nothing in this Section 9.4.1 shall constitute a waiver, or negation, of a Party’s right to seek recovery of amounts already paid pursuant to Section 9.4.2 below.

9.4.2 Billing Disputes Related to Paid Amounts

If any portion of an amount paid to a Party under this Agreement is subject to a bona fide dispute between the Parties (“Disputed Paid Amount”), the billed Party may provide written notice to the billing Party of the Disputed Paid Amount, and seek a refund of such amount already paid, at any time prior to the date that is one (1) year after the date of the invoice containing the disputed amount that has been paid by the billed Party (“Notice Period”). If the billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the billed party waives its rights to dispute its obligation to pay such amount, and to seek refund of such amount. **At the billed Party’s request, the billing Party will refund the**

entire portion of any Disputed Paid Amounts resolved in favor of the billed Party, subject to a rate of interest equal to one and one half (1 ½%) per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which such payment is made.

9.5 Effect of Non-Payment.

9.5.1 If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may discontinue processing orders for relevant or like services provided under this Agreement on or after the tenth (10th) calendar day following the Bill Due Date initiate dispute resolution procedures under Section 20 of this Agreement. The billing Party will notify the other Party in writing, via email or certified mail, at least five (5) Calendar Days prior to discontinuing the processing of orders for the relevant services. If the billing Party does not refuse to accept additional orders for service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

9.5.2 Notwithstanding 9.5.1 above, if the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or related services provided under this Agreement following written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders so long as the appropriate dates for each consequence are listed therein. If the billed Party subsequently pays all of such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall

preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billing Party reserves the right to seek equitable relief, including injunctive relief and specific performance. [RESERVED FOR FUTURE USE]

10. [Intentionally omitted]

11. CAPACITY PLANNING AND FORECASTS

Within twenty (20) Business Days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, to the extent the Parties have not been interconnected pursuant to a prior interconnection agreement, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to service orders, UNEs and interconnection arrangements. Such responsibilities for new interconnection arrangements, and for interconnection trunks or facilities ordered pursuant to a prior interconnection agreement, shall include but are not limited to the following:

- 11.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
- 11.2 **CLEC will furnish to CenturyTel information that provides for statewide annual non-binding forecasts of order activity, in-service quantity forecasts, and facility/demand requirements. If during the Term of this Agreement, **CLEC desires to offer services in a CenturyTel local calling area for which **CLEC has not previously submitted a forecast, **CLEC shall submit a revised statewide annual forecast that incorporates the information identified above for the new local calling area or a supplemental forecast for such local calling area providing the information identified above. **CLEC shall submit such revised or supplemental forecast as soon as practicable, but in no event less than thirty (30) calendar days before it orders services and/or facilities under this Agreement in the new CenturyTel local calling area.
- 11.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V. The Parties agree to utilize sound and economical network planning and provisioning as generally described and detailed in this Agreement in the development of these joint forecasts. The Parties further agree to work

cooperatively to establish appropriate fill factors for trunks previously deployed for Charter.

- 11.4 Charter 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. Charter orders that exceed the capacity of the Charter forecast shall only be filled by CenturyTel to the extent that requested capacity is Currently Available.
- 11.5 Capacity forecasts are not binding on either Party. Charter will not be liable to CenturyTel for any situation in which facilities that Charter actually orders do not match Charter's capacity forecast for such facilities or for any facilities forecasted by Charter but not actually ordered or deployed by Charter.
- 11.6 CenturyTel reserves the right to assess **CLEC a TBD charge for stranded interconnection plant/facility capacity forecast by **CLEC but not used by **CLEC within six (6) months after a forecast period to the extent that CenturyTel built the plant/facility based on **CLEC's order. [Intentionally omitted]

12. CHANGES IN LAW

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

- 12.1 Change in Law. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, (i) any material provision of this Agreement is materially affected, changed or altered, (ii) CenturyTel is no longer required to provide a service, facility, payment or benefit otherwise required to be provided by this Agreement, or (iii) CenturyTel is required to provide a service, facility, payment or benefit not already provided to **CLEC under the terms of this Agreement, then the Parties shall amend this Agreement pursuant to Section 4 and this Section 12 to reflect such change in Applicable Law, or as the Parties otherwise agree. The Parties shall initiate negotiations to remove or modify such terms upon the written request of either Party. The Parties agree to negotiate such added, removed or modified terms and conditions within the timeframe established by, and pursuant to, 47 U.S.C. § 252. If the Parties cannot agree upon the addition, removal or modification of terms to amend the Agreement, either Party may arbitrate the disputed issues before the Commission pursuant to 47 U.S.C. § 252.

- 12.2 Addition of New Services. If a change in Applicable Law requires CenturyTel to offer a new service, facility, payment or benefit under this Agreement, **CLEC may submit to CenturyTel a written request to amend this Agreement to add terms and conditions for the provision of the new service, facility, payment or benefit in accordance with Section 12.1. The terms and conditions for the new service, facility, payment or benefit arrived at through such negotiations shall become effective upon execution by both Parties, unless the Commission requires that such terms and conditions become effective upon Commission approval, in which case such amended terms and conditions shall become effective upon Commission approval. Regardless of when such amended terms become effective, **CLEC may begin ordering the new service, facility, payment or benefit pursuant to the terms of the amended Agreement as soon as the amended Agreement or amendment, whichever the case may be, has been executed by both Parties.
- 12.3 Retroactive Application of Change in Law. Except as set forth in Section 12.2 with respect to the addition of new services, if **If** the Parties amend the terms and conditions of this Agreement to **add**, remove, or modify terms of the Agreement following a change in Applicable Law, **and pursuant to this Section 12**, such amended terms and conditions shall apply retroactively to the effective date for the change specified by Applicable Law, if so ordered by the FCC, court of competent jurisdiction, or the Commission (“Relevant Authority”). If the Relevant Authority does not specify a date certain for when such change in Applicable Law shall take effect, such amended terms and conditions shall apply retroactively to the date on which the Party that first submitted a written request to amend the Agreement pursuant to Section 12.1 delivered such notice to the other Party. Further, **to the extent a true-up of any billing or payment for existing services and/or facilities is required by the change in Applicable Law**, the Parties shall include in the change in law amendment appropriate true-up terms and conditions for the billing or payment for existing services and/or facilities affected by the change in Applicable Law, if any, if so ordered by the Relevant Authority.

13. CLEC PROFILE

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

the State. **CLEC will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request.

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 ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, pre-orders, and all orders for services or UNEs placed by **CLEC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of **CLEC End User Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to **CLEC End User Customers, whether disclosed by **CLEC to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement, is considered Confidential Information.

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

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of any Confidential Information it receives as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To promptly return any copies of such Confidential Information to the source at its request;

(f) To use such Confidential Information only for purposes of performing work or services described hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing; and

(g) Subject to the exceptions in Section 14.3 below, if the Party receiving Confidential Information wishes to disclose the disclosing Party's Confidential Information to a third-party, such disclosure must be agreed to in writing by the disclosing Party, and the third-party must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

14.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other legal process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, subject to Sections 28.3 and 28.3.1, the recipient shall give prior notice to the source before disclosing Confidential Information and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

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

15. CONSENT

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

16. CONTACTS BETWEEN THE PARTIES

Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyTel will provide and maintain its contact and escalation list in its CenturyTel Service Guide ("Guide") as amended and updated

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

17. CONTACTS WITH CUSTOMERS

Except as otherwise provided in this Agreement, **CLEC shall provide the exclusive interface with **CLEC’s End User Customers in connection with the marketing or offering of **CLEC services. Except as otherwise provided in this Agreement, in those instances where CenturyTel personnel are required pursuant to this Agreement to interface directly with **CLEC’s End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall not identify themselves as representing CenturyTel. Nothing in this section shall require CenturyTel to repaint trucks or other equipment, or to remove, hide or cover logos or other identifying marks from any vehicles, equipment, uniforms or other items used or owned by CenturyTel or CenturyTel personnel to effect service calls..

18. COUNTERPARTS

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

19. DISCONTINUANCE OF SERVICE

19.1 If either Party proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers, whether voluntarily, as a result of bankruptcy, or for any other reason, that Party shall comply with all applicable rules and regulations governing such discontinuance, including the provision of notice of such discontinuation to the other Party.

20. DISPUTE RESOLUTION

The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 9 of this Article apply to the resolution of any billing disputes. However, should such billing disputes not be resolved in a timely manner, the dispute resolution provisions of this Section 20 shall apply.

- 20.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the arbitration, and approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation, Section 252 enforcement proceedings before the Commission, or commercial arbitration.
- 20.2 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual 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 any action between the Parties 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, and be admitted in evidence, in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the dispute notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.
- 20.3 Formal Dispute Resolution.
- 20.3.1 If the negotiations referenced in Section 20.2 above fail to produce an agreeable resolution within thirty (30) days, **then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction** the Parties agree that all unresolved disputes arising under this Agreement, including without limitation, whether the dispute in question is subject to arbitration, shall be submitted to the Commission for resolution in accordance with its dispute resolution process and the outcome of such process will be binding on the Parties, subject to any right to appeal a decision reached by the Commission under applicable law. **In addition, upon mutual agreement of the Parties, such disputes may also be submitted to binding commercial arbitration before a mutually agreed upon arbitrator.**

20.3.2 In the event that the Commission fails to act in response to any dispute arising under this Agreement, the dispute may be submitted to the FCC pursuant to 47 U.S.C. § 252(e)(5). If the FCC declines to accept jurisdiction over any such dispute, or if the Commission declines to accept jurisdiction over any dispute arising under this Agreement, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. 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; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in Missouri, unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. 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. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

20.3.3 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.

20.4 Limitation Period on Claims.

Except as otherwise specifically provided in this Agreement, no Claims will be brought for disputes arising from this Agreement more than twenty-four (24) months from the date of the occurrence which gives rise to the dispute. Notwithstanding the foregoing, Claims for indemnification will be governed by the applicable statutory limitation period.

“CLAIMS”

The term Claims means any pending or threatened claim, action, proceeding or suit.

21. 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.

22. EXPENSES

22.1 In performing under this Agreement, if **CLEC makes a request not already provided for in 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 **CLEC for all such reasonable and necessary costs to the extent pre-approved by **CLEC. For all such costs and expenses, CenturyTel shall receive through nonrecurring charges (“NRCs”) the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel’s common costs. If **CLEC makes a request that involves expenditures or costs not otherwise covered under this Agreement, CenturyTel will provide a quote to **CLEC in a timely manner and **CLEC must agree in writing to accept the quoted charges prior to CenturyTel’s initiation of work.

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

23. FORCE MAJEURE

23.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected (“Force Majeure Events”), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party

shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.

23.2 It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to this Section 23. Notwithstanding the provisions of Section 23.1 above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

24.3 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

24. FRAUD

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

25. GOOD FAITH PERFORMANCE

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

26. HEADINGS

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

27. INTELLECTUAL PROPERTY

Except as provided in section 30, 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 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.

28. LAW ENFORCEMENT

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

29. LETTER OF AUTHORIZATION (LOA)

To the extent the Parties have not previously done so, **CLEC and CenturyTel shall each execute a mutually agreed upon blanket letter of authorization (LOA) to permit either Party to view CPNI prior to a request to change service providers. Under the blanket LOA, a Party authorized by the End User Customer to view or use its CPNI need not provide proof of End User Customer authorization to the other Party before viewing or using the CPNI. Notwithstanding any other provision of this Agreement, the Parties' negotiations over the terms of a mutually agreeable blanket letter of authorization shall not delay, impede, or interrupt the provision of number portability by either Party.

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

- 29.1.2 The requesting Party must maintain records of all End User Customer authorizations to change service providers or release of CPNI in compliance with State and federal law.
- 29.1.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability proximately caused by the requesting Party's failure to obtain proper CPNI authorization from an End User Customer.
- 29.1.4 When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to release CPNI neither Party will require the other Party to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders. However, it shall be considered a material breach of this Agreement if either Party submits an order to change service providers or release CPNI where such Party has not yet obtained appropriate authorization to change service providers or release CPNI from the End User Customer.

30. LIABILITY AND INDEMNIFICATION

- 30.1 Indemnification Against Third-Party Claims. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group"), from any and all Claims, **except to the extent that such Claims arise from the Indemnified Party's negligence, gross negligence, or intentional or willful misconduct.** For purposes of this Section 30, "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or End User(s); (iii) the bodily injury or death of any person,

or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section 30.1 (other than applicable employee claimant(s)), for purposes of this Section 30.1. "Reasonable costs and attorneys' fees," as used in this Section 30.1, includes without limitation fees and costs incurred to interpret or enforce this Section 30.1. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

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

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnitee Group and any third-party provider or operator of facilities involved in the provision of products, services, UNEs or facilities under this Agreement from all **Claims losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever**, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by the Indemnifying Party's End User Customer(s) arising from or relating to any products, services, UNEs or facilities provided by or through the Indemnified Party or such third-party provider or operator, **except to the extent that any such Claims were caused by the Indemnified Party's or other third-party provider's or operator's negligence, gross negligence, or intentional or willful misconduct**. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee Group from all **Claims losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever**, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party's End User Customer(s).

30.2 Disclaimer of Warranties. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES, PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, OR ACCURACY OR COMPLETENESS OF RESPONSES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.

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

30.3.1 Except as provided in Section 30.3.3, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Section 22.1 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 30.3.3, each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to **CLEC by CenturyTel under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section 30.3.1, the first Contract Year commences on the first day this Agreement becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.

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

AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.

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

- 30.3.3.1 Indemnification under Section 30.1;
- 30.3.3.2 Breach of any obligation of confidentiality referenced in this Agreement;
- 30.3.3.3 Violation of security procedures;
- 30.3.3.4 Any breach by **CLEC of any provision relating to **CLEC's access to or use of Operations Support Systems;
- 30.3.3.5 Failure to properly safeguard, or any misuse of, customer data;
- 30.3.3.6 Statutory damages;
- 30.3.3.7 Liability for **gross negligence, and** intentional or willful misconduct;
- 30.3.3.8 Liability arising under any applicable Tariff;
- 30.3.3.9 Liability arising under any indemnification provision contained in this Agreement or any separate agreement or in the applicable provisions of the Section(s) [insert] of [insert relevant Tariff] on file with the Public Service Commission of Missouri related to provisioning of 911/E911 services;
- 30.3.3.10 Each Party's obligations under Section 27, Intellectual Property, of this Article III;
- 30.3.3.11 Section 30.4.2 and/or Section 30.4.3 of this Article III;
- 30.3.3.12 Section 45, Taxes, of this Article III, and/or
- 30.3.3.13 Liability arising under any indemnification provision contained in **this Agreement**, a separate agreement or in the applicable provisions of the Section(s) [insert] of [insert relevant Tariff] on file with the Public Service Commission of Missouri related to provisioning of Directory Listing or Directory Assistance Services.

30.4 Liability of Each Party.

In addition to the general limitation of liability in this Section 30, the following shall also limit each Party's liability under this Agreement.

30.4.1 Inapplicability of Tariff Liability. CenturyTel's general liability, as described in its local exchange or other Tariffs, does not extend to

**CLEC, **CLEC's End User Customer(s), suppliers, agents, employees, or any other third parties. Liability of CenturyTel to **CLEC resulting from any and all causes arising out of services, facilities 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. Without limiting the generality of any other provision herein, CenturyTel shall not be liable for any loss, claims, liability or damages asserted by **CLEC, **CLEC's End User Customer(s), suppliers, agents, employees, or any other third parties arising out of or relating to CLEC's combination or commingling of its components with those components provided by CenturyTel to CLEC. **CLEC's general liability, as described in its local exchange or other Tariffs, does not extend to CenturyTel, CenturyTel's End User Customer(s), suppliers, agents, employees, or any other third parties. Liability of **CLEC to CenturyTel resulting from any and all causes arising out of services, facilities 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 **CLEC.

30.4.2 **CLEC Tariffs or Contracts. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyTel and any of **CLEC's End User Customers, suppliers, agents, employees, or any other third parties, except to the extent any such party is included within the applicable Indemnatee Group, for the purpose of indemnification as provided herein only. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between **CLEC and any of CenturyTel's End User Customers, suppliers, agents, employees, or any other third parties, except to the extent any such party is included within the applicable Indemnatee Group, for the purpose of indemnification as provided herein only.

30.4.3 No Liability for Errors. If **CLEC uses the signaling networks and call-related databases identified herein, then CenturyTel is not be liable to CLEC or any other person for mistakes in CenturyTel's signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases). **If **CLEC uses the signaling networks and call-related databases identified herein, then **CLEC shall indemnify, defend and hold harmless CenturyTel and CenturyTel's Indemnatee Group from any and all Claims claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by or to **CLEC's End User Customer(s), suppliers, agents, employees, or any**

other third parties based on any reason whatsoever arising out of or relating to any use of such signaling networks and call-related databases by or through CLEC. For purposes of this Section 30.4.3, mistakes shall not include matters arising exclusively out of the **gross negligence** or willful misconduct of CenturyTel or its employees or agents.

31. NETWORK MANAGEMENT

- 31.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. **CLEC and CenturyTel will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.
- 31.2 Responsibility for Following Standards. Parties recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of each Parties network or any third parties connected with or involved directly in the network or facilities.
- 31.3 Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected to the other Party's network shall not interfere with or impair service over any circuits, facilities or equipment 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 either 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").

If either Party causes an Impairment in Service, the other Party shall promptly notify the Party causing the Impairment in Service of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the Impairment of Service. If the Party causing the impairment of service is unable to promptly remedy the Impairment of Service, the other Party may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

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

32. NON-EXCLUSIVE REMEDIES

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

33. NOTICE OF NETWORK CHANGES

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change as required by 47 C.F.R. §§ 51.325 through 51.335.

34. NOTICES

34.1 Except as otherwise expressly provided in this Agreement, any notice given by one Party to the other Party under this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; and (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery. Any notice shall be delivered using one of the alternatives identified above and shall be directed to the applicable street or post office box address indicated in Section 34.2 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 shall provide their E-mail addresses below to facilitate informal communications.

34.2 Notices conveyed pursuant to Section 34.1 above shall be delivered to the following addresses of the Parties:

To **CLEC:

Attention: [Notification Contact]

[Address 1]

[Address 2]

[Address 3]

City, State Zip

Telephone Number:

Facsimile Number:

Internet Address: (E-mail)

with a copy to:

To CenturyTel:

Attention: [Notification Contact]
[Address 1]
[Address 2]
[Address 3]
City, State Zip
Telephone Number:
Facsimile Number:
Internet Address: (E-mail)

with a copy to:

Attention: [Notification Contact]
[Address 1]
[Address 2]
[Address 3]
City, State Zip
Telephone Number:
Facsimile Number:
Internet Address: (E-mail)

or to such other address as either Party shall designate by proper notice.

35. ORDERING

35.1 Ordering and Electronic Interface. A web-based interface is currently being used for **CLEC to order non-access services. Unless otherwise provided in the Articles of this Agreement, **CLEC shall use CenturyTel's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Articles of this Agreement, manual, facsimile or email interfaces may only be used if first confirmed with and agreed upon by CenturyTel's CLEC Service Group personnel. If CenturyTel has not yet developed and/or deployed an electronic capability for **CLEC to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyTel, **CLEC shall use such other processes as CenturyTel has made available for performing such transaction(s). If CenturyTel later makes enhanced electronic interface ordering available to CLECs for non-access services, then the Parties agree that, to the extent practicable, the enhanced electronic interface will be used by **CLEC for ordering services and any manual, facsimile or email interface will be discontinued.

35.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 13, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for **CLEC; or (b) sixty (60) Calendar Days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

36. POINTS OF CONTACT FOR **CLEC CUSTOMERS

36.1 **CLEC shall be the primary point of contact for **CLEC customers. **CLEC shall establish telephone numbers and mailing addresses at which **CLEC's End User Customers may communicate with **CLEC and shall advise **CLEC End User Customers of these telephone numbers and mailing addresses.

36.2 Except as otherwise required by this Agreement, or as agreed to by CenturyTel, CenturyTel shall have no obligation, and may decline, to accept a communication from a **CLEC customer, including, but not limited to, a **CLEC customer request for repair or maintenance of a CenturyTel service provided to **CLEC.

37. PUBLICITY AND USE OF TRADEMARKS

37.1 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its express written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

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

37.3 Any violation of this Section 37 shall be considered a Default of this Agreement under Section 2.6.

38. REFERENCES

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

- 38.2 Except as otherwise specified, references within an Article of this Agreement to a Section, Appendix or Table refer to a Section, Appendix or Table within or a part of that same Article.
- 38.3 Unless the context shall otherwise require, any reference in this Agreement to a statute, regulation, rule, Tariff, technical publication, guide (including CenturyTel or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda or successor) of that statute, regulation, rule, Tariff, technical publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

39. RELATIONSHIP OF THE PARTIES

- 39.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 39.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a license, franchise, distributorship or similar interest.
- 39.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 39.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.
- 39.5 Except as provided by Section 42, 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.

- 39.6 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 39.7 The relationship of the Parties under this Agreement is a non-exclusive relationship.
- 39.8 Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

40. RESERVATION OF RIGHTS

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

41. STANDARD PRACTICES

- 41.1 The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide, which is further described in Section 53. Charter agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement. Where a dispute arises between the Parties with respect to a conflict between the CenturyTel Service Guide and this Agreement, the terms of this Agreement shall prevail. **The CenturyTel Service Guide is to be used as a reference only, and is not a part of the Agreement, and is not contractually binding on **CLEC.**
- 41.2 All changes to standard practices will be posted on the CenturyTel Website prior to implementation, with email notification of such postings. Email notifications directing Charter to CenturyTel's Website will contain, at a minimum, the subject of the change posted to the Website and a Website link to the posting. Posting will include CenturyTel personnel who may be contacted by Charter to provide clarification of the scope of the change and timeline for implementation. Charter

reserves its right to request changes to be delayed or otherwise modified where there is an adverse business impact on Charter, with escalation through the dispute resolution process.

42. SUBCONTRACTORS

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

43. SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

44. SURVIVAL

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

45. TAXES

Any State or local excise, sales, or use taxes (defined in Section 45.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 45.2) 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 the collecting Party reasonably 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, **CLEC is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. **CLEC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyTel during the Initial Term of this Agreement and any Follow-on Terms and/or extensions thereof. In addition, **CLEC 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 **CLEC's representations to CenturyTel concerning the status of **CLEC's claimed tax exempt status, if any, and its impact on this Section 45 are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyTel.

- 45.1 Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the federal, 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 CenturyTel, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

- 45.2 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.

46. TBD PRICES

- 46.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply identify a rate as "to be determined" or "TBD." With respect to all TBD prices, prior to **CLEC ordering any such TBD item, the Parties shall meet and

confer to establish a price. In the event the Parties are unable to agree upon a price for a TBD item, either Party may then invoke the dispute resolution process set forth in Article III, Section 20.

47. TECHNOLOGY UPGRADES

Notwithstanding any other provision of this Agreement, CenturyTel **each Party** shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyTel's ability to modify its network through the incorporation of new equipment or software or otherwise. ****CLEC shall be solely responsible for the cost and activities associated with accommodating such changes in its own network. Nothing in this Agreement shall limit CLEC's ability to modify its network through the incorporation of new equipment or software or otherwise. CenturyTel shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.** Notwithstanding the foregoing, both Parties have the duty not to install network features, functions, or capabilities that do not comply with the guidelines and standards established pursuant to Section 255 or 256 of the Act.

48. TERRITORY

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

49. THIRD-PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third person.

50. UNAUTHORIZED CHANGES

50.1 **The Parties agree that each Party is required to comply with End User subscriber carrier change requests, as set forth in 47 C.F.R. § 64.1100, et. seq. ("Changes in Preferred Telecommunications Service Providers"), and as any applicable rules or regulations promulgated by the Commission. As such, each Party will comply with such rules and regulations to ensure that End User subscribers are not changed without required authorizations.**

Procedures. If **CLEC submits an order for number portability or Unbundled Network Elements under this Agreement in order to provide service to an End User Customer that at the time the order is submitted is obtaining its local services from CenturyTel or another LEC using CenturyTel resold services or

Unbundled Network Elements, and the End User Customer notifies CenturyTel that the End User Customer did not authorize **CLEC to provide local Telephone Exchange Services to the End User Customer, **CLEC must provide CenturyTel with proof of authorization from that End User Customer within thirty (30) calendar days of notification by CenturyTel. If **CLEC cannot provide proof of authorization within such time frame, **CLEC must, within three (3) Business Days thereafter:

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

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

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

50.2 CenturyTel will bill **CLEC fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate CenturyTel for switching the End User Customer back to the original LEC. Any compensation that may be either Party for the other Party's actions associated with unauthorized subscriber changes will be established by FCC regulations governing subscriber change procedures at 47 C.F.R. § 64.1100, et. seq.

51. USE OF SERVICE

Each Party shall make commercially reasonable efforts to ensure that its End User Customers comply with the provisions of this Agreement applicable to the use of services purchased by it under this Agreement.

52. WAIVER

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

53. CENTURYTEL SERVICE GUIDE

53.1 The CenturyTel Service Guide ("Guide") is a handbook that contains CenturyTel's operating procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services. In addition to setting forth operational procedures to facilitate the implementation of this

Agreement, the Guide serves as a conduit for the conveyance of day-to-day information that **CLEC will need to operate under this Agreement (e.g., repository for CenturyTel’s contact and escalation lists available to **CLEC). **CLEC agrees that, where the terms of this Agreement specifically reference the Guide, **CLEC will abide by the Guide with respect to such specifically-referenced matters. **CLEC may receive email notification of any changes made to the Guide so long as **CLEC subscribes to such electronic notification procedure, which subscription is at no cost to **CLEC.

53.2 The Guide is intended to supplement the terms of this Agreement where specifically referenced in the Agreement; however, the Guide shall not be construed as contradicting or modifying the terms of this Agreement, nor shall it be construed as imposing a substantive term unrelated to operational procedure (e.g., payment terms) upon **CLEC that is not otherwise contained in this Agreement. Where a dispute arises between the Parties with respect to a conflict between the Guide and this Agreement, the terms of this Agreement shall prevail. If Charter believes that a change to the Guide materially and adversely impacts its business, the implementation of such change, upon Charter’s written request, will be delayed as it relates to Charter for no longer than sixty (60) days to provide the Parties with an opportunity to discuss a resolution to the alleged adverse impact, including but not limited to other potential modifications to the Guide. If the Parties are unable to resolve the dispute regarding the change to the Guide, the Parties will resolve the dispute pursuant to the Dispute Resolution procedures set forth in Section 20.3.

53.3 The Parties acknowledge that, under their prior interconnection agreement, they have or have had disputes pertaining to the applicability and effect of certain provisions in the Guide (“prior Guide disputes”). Section 53.2 is intended to prevent such disputes on a going-forward basis under this Agreement. Nevertheless, neither this Section 53 nor any of the concessions reflected therein shall be considered an admission by either Party with respect to any prior Guide dispute, and neither Party will attempt to use Section 53.2 for that purpose. To that end, each Party expressly reserves its rights with respect to any position taken in any prior Guide dispute, and nothing in this Agreement shall be deemed or construed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, or a court of applicable jurisdiction regarding any prior Guide dispute.

