

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

SPECTRA COMMUNICATIONS GROUP , LLC

AND

CD TELECOMMUNICATIONS, LLC

IN THE STATE OF

MISSOURI

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AGREEMENT

This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is by and between Spectra Communications Group, LLC with its address for purposes of this Agreement at 100 Spectra Drive, Monroe, Louisiana 71203 ("Spectra"), and CD Telecommunications, LLC ("CD"), a certified provider of Basic Local Telecommunications Service, with its address for this Agreement at 607 State Hwy 165, Suite 5, Branson, MO 65616, (Spectra and CD being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Missouri only (the "State").

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

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

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

WHEREAS, Section 251 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (collectively, the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain Unbundled Network Elements (UNEs) and collocation of equipment in the LEC premises;

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

ARTICLE I

SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, and to the extent required by the Act and other applicable provisions of federal and state law, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs, as allowed under the Act, the purchase by CD of certain telecommunications services provided by Spectra in its franchise areas in the State for resale by CD, and the purchase by CD of certain Unbundled Network Elements from Spectra, and the terms and conditions of collocation of equipment of CD's in the premises of Spectra. This Agreement will be submitted to the Missouri Public Service Commission, (the "Commission") for approval pursuant to the Act and Applicable Law. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to Spectra's cost recovery covered in this Agreement. CD agrees to negotiate where appropriate reciprocal terms and conditions with Spectra based on this Agreement.

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

If a service and rate are specifically set forth in the terms of this Agreement, and there exists a conflict between that service and rate set forth in this Agreement, and a service and rate set forth in a Spectra tariff, the terms of this Agreement shall prevail unless CD elects to purchase such service or facility from the Spectra tariff.

ARTICLE II DEFINITIONS

1. General Definitions.

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

1.1 **Access Service Request (ASR)**

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

1.2 **Act**

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

1.3 **Affiliate**

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

1.4 **Answer Supervision**

An off-hook supervisory signal.

1.5 **Applicable Law**

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, including, without limitation, the Missouri Public Service Commission and FCC, that apply or relate to the subject matter of this Agreement.

1.6 **As-Is Transfer (AIT)**

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

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

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

- 1.8 **Automated Message Accounting (AMA)**
The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.
- 1.9 **Automatic Number Identification (ANI)**
The number transmitted through the network identifying the calling party.
- 1.10 **Basic Local Exchange Service**
Voice grade access to the network that provides the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).
- 1.11 **Bill-and-Keep Arrangement**
A compensation arrangement whereby the Parties do not render bills to each other for the termination of Traffic specified in this Agreement and whereby the Parties terminate exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.
- 1.12 **Bona Fide Request (BFR)**
Process intended to be used when requesting customized service orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.
- 1.13 **Business Day**
Monday through Friday, except for holidays observed by the federal government.
- 1.14 **Centralized Message Distribution System (CMDS)**
The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collectibles and in collectibles as well as Carrier Access Billing System (CABS) records.
- 1.15 **Central Office (CO)**
A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other.

1.16 **Central Office Switch**

A switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

1.17 **CenturyTel Service Guide**

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

1.18 **CLASS**

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

1.19 **CLLI Codes**

Common Language Location Identifier Codes.

1.20 **Collocation**

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

1.21 **Commission**

The State Public Service or Public Utilities Commission of Missouri.

1.22 **Common Channel Signaling (CCS)**

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

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

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

- 1.24 **Compliance**
Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- 1.25 **Conversation Time**
The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.26 **Copper Loop**
A Copper Loop is a stand-alone local loop comprised entirely of wire or cable. A copper loop includes attached electronics using time division multiplexing technology, but does not include packet, cell or frame switching capabilities.
- 1.27 **CTOC or Spectra**
The Spectra Operating Company in the State that is a Party to this Agreement.
- 1.28 **Currently Available**
Existing as part of Spectra's network at the time of the requested order or service and does not include any service, feature, function or capability that Spectra either does not provide to itself or to its own end users, or does not have the capability to provide.
- 1.29 **Customer**
The Party receiving service from the other, Spectra or CD, depending on the context and which Party is receiving the service from the other Party.
- 1.30 **Customer Service Record Search**
Applied to LSR when CLEC requests a customer service record search prior to account conversion from Spectra or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop basis.
- 1.31 **Dedicated Transport**
An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Central Offices. Dedicated Transport may only extend between two Central Offices.
- 1.32 **Disconnect Supervision**
An on-hook supervisory signal end at the completion of a call.

- 1.33 **DS-1**
A service carried at digital signal rate of 1.544 Mbps.
- 1.34 **DS-3**
A service carried at digital signal rate of 44.736 Mbps.
- 1.35 **Electronic File Transfer**
A system or process, which utilizes an electronic format and protocol to send/receive data files.
- 1.36 **E-911 Service**
A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It usually includes selective routing.
- 1.37 **Exchange Message Record (EMR)**
An industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia Technologies.
- 1.38 **Exchange Service**
All basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.39 **Facility**
All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 45.
- 1.40 **FCC**
The Federal Communications Commission.
- 1.41 **Generator**
Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 45).

- 1.42 **Hazardous Chemical**
As defined in the U.S. Occupational Safety and Health Act (OSHA) hazard contamination standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.
- 1.43 **Hazardous Waste**
As described in the Resource Conservation Recovery Act (RCRA), a solid waste(s), which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.
- 1.44 **HDSL Electronics**
High bit-rate digital subscriber line. A technology used to provide services of up to 1.536 Mbps of synchronous capacity over a four-wire loop of two copper pairs. HDSL is a common means by which ILECs provision DS1 services and unbundled network elements.
- 1.45 **Home Run Loop**
A facility connecting an end-user premises to the nearest Spectra Central Office that consists of a single, uninterrupted length of either copper or fiber cable. By definition, home run loops exclude hybrid fiber-copper loops or other loop facilities that are connected in a remote terminal located between the central office and the end-user premises.
- 1.46 **Hybrid Loop**
A hybrid loop is a local loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.
- 1.47 **Imminent Danger**
As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.
- 1.48 **Incumbent Local Exchange Carrier (ILEC)**
Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
- 1.49 **Indirect Network Connection**
The interconnection of the Parties' networks for exchange of Local Traffic via a common or shared access tandem switch.

1.50 **Information Access Traffic**

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

1.51 **Information Service Provider or "ISP"**

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

1.52 **Initial Service Order**

A charge applied to each Local Service Request (LSR) of Unbundled Loops and /or Ports with the exception of Subsequent Service Order changes to existing CLEC accounts.

1.53 **Interconnection Facility**

See "Internetwork Facilities".

1.54 **Interconnection Point (IP)**

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

1.55 **Interexchange Carrier (IXC)**

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

1.56 **Internetwork Facilities**

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

1.57 **ISDN User Part (ISUP)**

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

1.58 **Line Side**

Refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features

appropriate for a connection between an end office and an ordinary telephone set.

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

A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.

1.60 **Local Calling Area**

Local Calling Area includes the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in Spectra local exchange tariffs.

1.61 **Local Exchange Carrier (LEC)**

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

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

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

1.63 **Local Number Portability (LNP)**

The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.64 **Local Provider**

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

1.65 **Local Service Request (LSR)**

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and unbundled elements for the purposes of competitive local services.

1.66 **Local Traffic**

Traffic that is originated by an end user of one Party and terminates to the end user of the other Party within Spectra's then current Local Calling Area. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic includes Information Access Traffic to the extent that the end user and the ISP are physically located in the same Spectra Local Calling Area.

1.67 **Loop Facility Charge**

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

- 1.68 **Main Distribution Frame (MDF)**
The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.69 **Meet Point Billing (MPB)**
Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.
- 1.70 **Mid Span Fiber Meet**
An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon IP.
- 1.71 **Multiple Exchange Carrier Access Billing (MECAB)**
Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.72 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**
A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STC-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.
- 1.73 **Network Interface Device (NID)**
The NID is a cross-connect device used to connect loop facilities to Customer-owned inside wiring and serves as the point of demarcation between the end-user's inside wiring and Spectra's facilities.
- 1.74 **911 Service**
A universal telephone number, which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.75 **North American Numbering Plan (NANP)**
The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.76 **Numbering Plan Area (NPA)**

Also sometimes referred to as an area code, is the three-digit indicator, which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service, which may be provided across multiple geographic NPA areas. 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

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

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

1.78 **Owner or Operator**

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

1.79 **OZZ Code**

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

1.80 **Party/Parties**

Spectra and/or CD.

1.81 **Physical Collocation**

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

1.82 **Pole Attachment**

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

1.83 **Provider**

Spectra or CD depending on the context and which Party is providing the service to the other Party.

- 1.84 **Public Safety Answering Point (PSAP)**
An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.
- 1.85 **Rate Center**
The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.
- 1.86 **Reverse Collocation**
Arrangements in which the ILEC collocates its equipment at a CLEC's premises, or in a common location outside of its own central office, for purposes of interconnection.
- 1.87 **Right-of-way (ROW)**
The right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.88 **Routing Point**
Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.89 **Service Switching Point (SSP)**
A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.90 **Signaling Point (SP)**
A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

- 1.91 **Signaling System 7 (SS7)**
The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.
- 1.92 **State**
The State in which Services are to be provided under the Agreement.
- 1.93 **Subsidiary**
A corporation or other legal entity that is majority owned by a Party.
- 1.94 **Subsequent Service Order**
Applied to LSRs requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSRs, no Non-Recurring Charge (NRC) will be applied.
- 1.95 **Synchronous Optical Network (SONET)**
Synchronous electrical (STS) or optical channel (OC) connections between LECs.
- 1.96 **Switched Access Service**
The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services includes, Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services.
- 1.97 **Tandem or Tandem Switch**
Tandem means to connect in series. A Tandem or Tandem Switch connects one trunk to another. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.
- 1.98 **TDM Technology.**
Time Division Multiplexing. A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1 and DS3 circuits.
- 1.99 **Telcordia Technologies**
A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.100 **Telecommunications Services**

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

1.101 **Third Party Contamination**

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

1.102 **Transfer of Service Charge**

A charge applied to LSRs which involve account changes (e.g. CLEC to CLEC transfers, CPE billing changes on Unbundled Ports).

1.103 **Transit Traffic**

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

1.104 **Trunk Side**

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

1.105 **Unbundled Network Element (UNE)**

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

1.106 **Undefined Terms**

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

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

Vertical services and switch functionalities provided by Spectra.

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

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

1.109 **Virtual Collocation**

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

1.110 **Wire Center**

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services are hosted.

ARTICLE III

GENERAL PROVISIONS

1. Scope of General Provisions.

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

2. Term and Termination.

2.1 Term.

Agreement shall be for a period of two (2) years from the Effective Date, and shall continue in full force and effect for consecutive six (6) month terms unless one Party provides the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date").

2.2 Post-Termination Arrangements.

Except in the case of termination as a result of a Party's Default under Section 2.3 below, or termination upon sale, pursuant to Section 2.5, services and elements purchased under this Agreement and existing at the time of termination, may continue:

2.2.1 As if under this Agreement, if either Party has requested negotiation of a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to twelve months following the Termination Date, whichever is earlier.

2.2.2 If this Agreement is not continued pursuant to subsection (2.2.1), the Parties shall continue operating, without interruption, pursuant to (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; and / or (iv) rates, terms and conditions available under the Act, including, without limitation, Section 252(i).

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within forty-five (45) calendar days of receipt of written notice thereof. Default is defined to include:

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

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

2.4 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. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days prior written notice of such termination. Notwithstanding termination or assignment of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 Liability Upon Termination.

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

3. Amendments.

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

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party (which shall not be unreasonably withheld) shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, or her choosing and neither Party has relied on representations by the other Party not specifically contained in this Agreement, in entering into this Agreement.

5. Responsibility for Payment of Deposit.

Spectra may charge CD and CD will pay Spectra a deposit before Spectra is required to perform under this Agreement, if Spectra so deems a deposit appropriate after examination of CD's payment and/or credit history. Such deposit will be calculated based on Spectra's estimated two-month charges to CD using CD's forecast of resale lines and unbundled loops. Deposits may be modified from time to time based on actual billing history and the credit rating of CD. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

6. CLEC Profile.

Before orders can be taken under this Agreement, the CLEC Profile in the form provided by Spectra must be completed by CD and returned to Spectra to the extent not already provided; and, if required by Spectra, Among other things, CD will provide Spectra with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide. CD agrees to provide documentation of its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as necessary to reflect its current certification.

Spectra will provide analogous information to the CLEC upon request.

7. Contact Exchange.

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

8. Ordering and Electronic Interface.

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

9. Billing and Payment.

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

9.1 Back Billing.

The Parties will bill each other in a timely manner. Neither Party will bill the other Party for previously unbilled charges for services that were provided

more than one (1) year prior to the bill date or the applicable Federal or State statute of limitations, not to exceed one year. Each Party will provide prompt notice of any intent to bill for charges incurred more than 90 days ago as soon as it becomes aware of the billing omission.

9.2 Dispute.

Disputing Party shall notify the billing Party in writing regarding the nature and the basis of any dispute relating to unpaid charges within twenty (20) Business Days of the bill date or up to one year for paid charges, subject to any State regulatory requirements. The Parties shall diligently work toward resolution of all billing issues. Notwithstanding the foregoing, if Provider notifies Party of unpaid charges under Section 4 of Article IV, the dispute provisions thereof shall prevail.

9.3 Late Payment Charge.

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

9.4 Due Date.

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

10. Audits.

10.1 In General

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

10.2 Percent Local Use.

Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local Traffic minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding intermediary traffic. PLU requests shall be made no more frequently than every twelve (12) months. Requirements associated with PLU calculation and reporting shall be as set forth in CTOC's current PLU policy, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU

factor, shall, at the terminating Party's option, be utilized to determine the appropriate Local Traffic usage compensation to be paid.

10.3 Percentage Interstate Usage.

In the case where CD desires to terminate its Local Traffic over or co-mingled on its switched access Feature Group D trunks, CD will be required to provide a projected Percentage Interstate Usage ("PIU") to CTOC. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in CTOC's Intrastate Access Services Tariff will apply to CD. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate local usage compensation to be paid.

10.4 Traffic Audits.

On twenty (20) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CTOC and CD shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

11. Binding Effect.

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

12. Capacity Planning and Forecasting.

Within thirty (30) calendar days from the effective date of this Agreement, or as soon after the effective date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, including Features, UNEs, number portability, interconnection services, Collocation, Poles, Conduits and Rights-of-Way (ROW). Failure of the Parties to perform their obligations as specified in this Section 12 may delay processing of CD service orders. Such responsibilities shall include but are not limited to the following:

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

- 12.2 CD will furnish to Spectra information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 12.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V.
- 12.4 CD shall notify Spectra promptly of changes greater than twenty percent (20%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. CD orders that exceed the capacity of the CD's forecast shall only be filled by Spectra to the extent the requested capacity is Currently Available.
- 12.5 Spectra reserves the right to condition the fulfillment of additional service orders on satisfactory CD fill rates in previously ordered capacity, or on CD payment for all of the additional capacity absent satisfactory fill rates. Satisfactory fill factors will be established in accordance with Article 5, Section 5.4.
- 12.6 Spectra reserves the right to assess CD a stranded plant or discontinued service order charge for capacity forecasted and ordered by CD, but then not used by CD, to the extent that Spectra built the plant based on CD's order.
- 12.7 All forecasting information will be confidential and will be used for Spectra's network management or carrier service management only.

13. Compliance with Laws and Regulations.

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

14. Confidential Information.

14.2 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 CD pursuant to this Agreement, and information that would constitute customer proprietary network information of CD end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to CD end-users, whether disclosed by CD to Spectra or otherwise acquired by Spectra in the course of its performance under this Agreement is considered Confidential Information.

14.3 Handling.

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

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

14.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the 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 process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source 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.

Where consent, notice, approval, mutual agreement, is required of a Party, it shall not be conditional, or unreasonably delayed or withheld.

16. Fraud.

Neither Party assumes responsibility for fraud associated with the other Parties customers and end-user accounts and will not make adjustments in cases of such fraud. The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.

17. Reimbursement of Expenses.

Should Spectra agree to provide facilities or services not otherwise provided for in this Agreement, it will provide to CD a written estimate of the cost to provide such, and, upon CD's acceptance, in writing, of those estimated costs, Spectra shall provide such facilities or services and CD will be obligated to reimburse Spectra for such non-recurring expenses incurred.

18. Dispute Resolution.

18.1 Alternative to Litigation.

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

18.2 Negotiations.

Upon written notice from either Party initiating the dispute resolution process, each Party will appoint a knowledgeable, responsible and empowered representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives, except that the Parties' representatives will hold an initial discussion within ten (10) days of the written request initiating the dispute resolution process. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the subsequent arbitration or proceeding without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible, be discovered and/or, be admitted into evidence in the proceeding, arbitration or litigation.

18.3 Arbitration.

If the negotiations do not resolve the dispute within forty-five (45) Business Days of the initial written request, the dispute shall be submitted to binding arbitration. At the election of either Party, arbitration shall be before the Commission. Otherwise, arbitration shall be by a single arbitrator pursuant to

the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable. The Parties may jointly agree to submit the matter directly to the Commission, FCC, or court of competent jurisdiction. Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the agreement.

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

18.4 Expedited Resolution Procedures.

If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding, or upon agreement by the Parties, directly to the Commission, FCC, or court shall be five (5) Business Days. Once such a service-affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57). Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the agreement.

18.5 Costs.

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

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue

to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.

19. Entire Agreement.

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

20. Expenses.

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

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

22. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.

23. Governing Law.

This Agreement, and the Parties' performance hereunder, shall be governed by and construed in accordance with the Act, and applicable federal and Missouri law.

24. Standard Practices.

The Parties acknowledge that Spectra shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements

hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide. CD agrees that Spectra may implement such practices to satisfy any Spectra obligations under this Agreement. Spectra will provide CD with information concerning any change; provided, however, that where a dispute arises between the Parties with respect to a conflict between the CenturyTel Service Guide and this Agreement, the terms of this Agreement shall prevail.

25. Headings.

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

26. Independent Contractor Relationship.

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

27. Law Enforcement Interface.

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

27.2 Spectra agrees to work jointly with CD in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for CD customers will be identified, agreed to with CD, and billed to CD.

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

28. Liability and Indemnity.

28.1 Indemnification.

Subject to the limitations set forth in Section 28.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence

or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the Indemnified Party without approval of the indemnifying Party.

28.2 End-User and Content-Related Claims.

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

28.3 DISCLAIMER.

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

28.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses Spectra may recover, including those under Section 17 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Except in cases of malicious intent, under no circumstance shall either Party be responsible or liable for indirect,

incidental or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.

28.5 Intellectual Property.

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

29. Multiple Counterparts.

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

30. No Third Party Beneficiaries.

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

31. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this Section and shall be directed to the applicable address or Internet ID indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section.

If to Spectra:

Spectra Communications Group, LLC
Attention: Carrier Relations
100 Spectra Drive Monroe, LA 71203
Telephone number: (318) 388-9000

Facsimile number: (318) 388-9072
E-Mail: Guy.Miller@Spectra.com

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

If to CD: CD Telecommunications, LLC
Attention: Rich Rabah
607 State Hwy 165, Suite 5,
Branson, MO 65616
Telephone number: 417-348-1769 Ext:110
Facsimile number: 417-239-1449
E-mail: rcr@cdtelecom.com

With a copy to: Andrew M. Klein
DLA Piper Rudnick Gray Cary LLP
1200 19th Street NW
Washington, DC 20036
Telephone number: 202-861-3827
Facsimile number: 202-689-8435
E-mail: Andrew.Klein@DLAPiper.com

With a copy to: William Steinmeier
Counsel for CD Telecom
P.O. Box 104595
2031 Tower Drive
Jefferson City, MO
65110-4595
Telephone number: 573-659-8672
Facsimile number: 573-636-2305
E-mail: wds@wdspsc.com

32. Protection.

32.1 Impairment of Service.

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

32.2 Resolution.

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

33. Publicity.

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

34. Regulatory Agency Control.

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

35. Effective Date.

This Agreement will be effective upon execution by the Parties and subject to approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for all purposes will be as established by the Commission approval order.

36. Regulatory Matters.

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

37. Rule of Construction.

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

38. Section References.

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

39. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and

effect and shall not be affected unless removal of that provision results in a material change to this Agreement. Should the Parties disagree as to whether removal of that provision constitutes a material change, either Party may invoke the Dispute Resolution provisions of the Agreement.

If it is agreed or determined that removal of the provision results in a material change to this Agreement, as described in this Section, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within thirty (30) business days, either Party may invoke the Dispute Resolution provisions of this Agreement, or upon the mutual agreement of the Parties, the Agreement may be terminated without penalty or liability.

40. Subcontractors.

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

41. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all Applicable Laws, rules, and regulations that subsequently may be prescribed by any federal, state or local governmental authority. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability or obligation of either Party to perform any material term of this Agreement, either Party may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. The Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement.

The Dispute Resolution provisions of Article III, Section 18 shall govern any disputes arising out of or relating to such modifications. In the event that the Parties are unable to reach agreement as to mutually acceptable new terms within sixty (60) days after the initial written notice, either Party may invoke the Dispute Resolution provisions of this Agreement.

42. Taxes.

Any federal, state or local excise, sales, or use taxes (defined in Section 42.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 42.2) shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes/fees/regulatory surcharges is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as Spectra requires that qualifies the obligated Party for a full or partial exemption. Any such taxes/fees/regulatory surcharges shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same

in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

Notwithstanding anything to the contrary contained herein, CD is responsible for furnishing tax-exempt status information to Spectra at the time of the execution of the Agreement. CD is also responsible for furnishing any updates or changes in its tax-exempt status to Spectra during the Term of the Agreement and any extensions thereof. In addition, CD is responsible for submitting and/or filing tax-exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that the CD's representations to Spectra concerning the status of CD's claimed tax-exempt status, if any, and its impact on this Section 42 are subject to the indemnification provisions of Section 28.1.

42.1 Tax.

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

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

42.2 Fees/Regulatory Surcharges.

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

43. Trademarks and Trade Names.

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

44. Waiver.

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

45. Environmental Responsibility.

45.1 CD is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility by CD. CD shall not be responsible with respect to pre-existing hazards at the Facility. In accordance with Section 45.10, CD will indemnify Spectra for all claims, fees, penalties, damages, and causes of action with respect to these materials. No new safety or environmental hazards shall be created or new hazardous substances shall be used at a Spectra Facility. CD must demonstrate adequate training and emergency response capabilities related to CD materials brought to, used, or existing at the other Spectra Facility.

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

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

45.4 CD shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to CD after a complete and proper request by CD for same, then Spectra's permit, approval, or identification number may be used as authorized by law and upon prior approval by Spectra. In that case, CD must comply with all of Spectra's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and

selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of Spectra's permits, approvals, or identification numbers, or compliance with Spectra's practices/procedures constitutes a representation or warranty that CD's activities will be in compliance with applicable laws, and such compliance or use of Spectra's permits, approvals, or identification numbers creates no right of action against Spectra.

- 45.5 If Third Party Contamination is discovered at a Spectra Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If CD discovers Third Party Contamination, CD will immediately notify Spectra and will consult with Spectra prior to making any required notification, unless the time required for prior consultation would preclude CD from complying with an applicable reporting requirement.
- 45.6 Spectra and CD shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. For fees associated with such filings, Spectra and CD must develop a cost sharing procedure.
- 45.7 When conducting operations in any Spectra manhole or vault area, CD shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. CD shall not disturb building materials containing hazardous substances prior to space or power accessibility. Spectra must approve any contracts or agreements to move the materials prior to disturbing the building materials. CD shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a Spectra manhole or vault area. Spectra shall not be responsible for any costs incurred by CD in meeting its obligations under this Section.
- 45.8 CD shall provide reasonable and adequate compensation to Spectra for any additional or increased costs associated with compliance with any federal, State, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a proximate result of providing CD with interconnection or Collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.
- 45.9 Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between Spectra and the landowner. In this regard, CD must comply with any limitations associated with a ROW, including, but not limited to, limitations on

equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).

45.10 Notwithstanding the limitation of liability in Section 28, with respect to environmental responsibility under this Section 45, Spectra and CD shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the Spectra Facility; it being the Parties' express intention that CD shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 45.10.

46. TBD Prices

Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to CD ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non recurring charge (NRC) for a specific UNE, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by CD to Spectra, and any overpayment shall be refunded by Spectra to CD, within 45 Business Days after the establishment of the price by the Commission.

ARTICLE IV
GENERAL RULES GOVERNING RESOLD SERVICES
AND UNBUNDLED ELEMENTS

1. General.

General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate Spectra intrastate local, toll and access tariffs, apply to retail services made available by Spectra to CD for resale, when appropriate, and unless otherwise specified in this Agreement, and will supplement the UNE terms and conditions in this Agreement, including, without limitation, where CD specifically purchases such items directly from the Spectra tariff.

2. Liability of Spectra.

In addition to the general limitation of liability in Section 28.4 of Article III, the following shall also limit Spectra's liability under this Agreement.

2.1 Inapplicability of Tariff Liability.

Spectra's general liability, as described in the Spectra local exchange or other tariffs, does not extend to CD's customers or any other third party. Liability of Spectra to CD resulting from any and all causes arising out of services, facilities, UNEs or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to Spectra. Spectra shall be liable for the individual services, facilities or elements that it separately provides to CD and shall not be liable for the integration of components combined by CD.

2.2 CD Tariffs or Contracts.

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

2.3 No Liability for Errors.

Spectra is not liable for mistakes that appear in Spectra's listings, 911 and other information databases, or for incorrect referrals of end-users to CD for any ongoing CD service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, CD shall indemnify and hold Spectra harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including CD's end-users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of Spectra or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures.

If a Party submits an order for resold services, number portability or unbundled elements under this Agreement in order to provide service to an end-user that at the time the order is submitted is obtaining its local services from Provider or another LEC using Spectra resold services or unbundled elements, and the end-user notifies Provider that the end-user did not authorize Party to provide local exchange services to the end-user, Party must provide Provider with written documentation of authorization from that end-user within thirty (30) Business Days of notification by Provider. If Party cannot provide written documentation of authorization within such time frame, Party must within three (3) Business Days thereafter:

- (g) direct Provider to change the end-user back to the LEC providing service to the end-user before the change to Party was made; and
- (h) provide any end-user information and billing records Party has obtained relating to the end-user to the LEC previously serving the end-user; and
- (i) notify the end-user and Provider that the change back to the previous LEC has been made.

Furthermore, Provider will bill Party fifty dollars (\$50.00) per affected line to compensate Provider for switching the end-user back to the original LEC.

4. Impact of Untimely Payment of Charges on Service.

4.1 In General.

Each Party is solely responsible for the timely payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations, including without limitation any and all toll charges.

4.2 Effect of Not Timely Paying Service Charges.

If either Party fails to pay within twenty (20) Business Days after the bill date any and all undisputed charges billed under this Agreement, including any valid late payment charges (collectively, "Unpaid Charges"), excepting previously disputed charges for which Party may withhold payment, the Parties will utilize the procedures set forth in section 4.3 below. Party shall be in Default as defined in Section 2.3 of Article III.

4.3 Default Notice of Nonpayment for Services.

Following such Default resulting from nonpayment for services within the required twenty (20) Business Days following the bill date, the billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges to the billing Party within twenty (20) Business Days. If the billed Party disputes any or all of the Unpaid Charges, it shall, within said (20) twenty Business Day notice period, deliver to the billing Party a written description of the disputed Unpaid Charges, including the specific details and reasons for the dispute, unless such reasons have been previously provided in writing, and shall immediately pay to the billing Party all undisputed Unpaid Charges. Failure of a Party to pay undisputed Unpaid Charges will constitute Default as defined in Section 2.3 of Article III .

4.4 Resolving Disputed Charges.

If the Parties are unable to resolve issues related to the disputed charges, within ten (10) Business Days following delivery to the billing Party of a written description of the disputed Unpaid Charges, then either Party may invoke the Dispute Resolution provisions contained in article III, Section 18 of this Agreement. If, upon resolution of any dispute hereunder, it is determined that the billed Party owes payment, such Party shall make payment to the billing Party together with any late payment charges under Article III, Section 10.3, from the original payment due date. If it is determined that the billed Party owes no payment, then the billing Party shall credit such disputed Unpaid Charges, including any late payment charges assessed.

4.5 End-User Notice Requirement.

CD shall comply with Missouri Public Service Commission Rule. 4 CSR 240-32.120.

4.6 Remedies for Spectra.

Upon CD's failure to pay all undisputed Unpaid Charges within the twenty (20) Business Days Default notice period in Section 4.3, Spectra may discontinue service to CD and terminate this Agreement, and shall have no liability to CD or CD's end-users in the event of such disconnection. If CD fails to provide notification under Section 4.5 or any of CD's end-users fail to select a new provider of services within the applicable time period, Spectra, in its discretion, may provide local exchange services to CD's end-users under Spectra's applicable end-user tariff at the then current charges for the services being provided, subject to any local rules. In this circumstance, otherwise applicable service establishment charges will not apply to CD's end-user, but will be assessed to CD.

4.7 Applicable Regulatory Law Notice Restriction.

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

5. Unlawful Use of Service.

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

6. Timing of Messages.

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

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

Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by the CenturyTel Service Guide. In accordance with Article III, Section 7, Spectra will not process resale or unbundled network element orders until the CLEC Profile has been completed and returned; and any deposits required under Article III, Section 6 have been paid.

8. Letter of Authorization.

8.1 Neither Party will release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) for any end-user customer accounts until the requesting Party has executed the blanket LOA. The Parties shall each adopt their own internal processes for verification of customer authorization for requests, provided that such processes comply with the foregoing blanket LOA provisions, Applicable Law, and FCC and Commission rules and orders.

8.2 CD and Spectra shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided that such processes comply with applicable FCC and Commission rules and orders.

9. Customer Contacts.

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

10. Federal Universal Service Charge.

The Federal Universal Service Charge (FUSC) is an end-user charge that allows local exchange carriers to recover the costs of their universal service contributions from their customers.

10.1 Universal Service Fund.

In order to collect the costs of Spectra's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, Spectra's end-user customers are being charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying this Federal Universal Service Charge to Spectra are those reseller customers who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the FCC's universal service rules. The FCC obligates underlying carriers to obtain a signed statement from a reseller customer that it is reselling the services provided by the underlying carrier in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If the reseller customer does not provide this statement, or certifies that it is exempt from remitting the FUSC, Spectra must report the revenues obtained from provision of service to the reseller customer as end user revenues, for FUSF contribution purposes, and is permitted to assess a FUSC on such customer. CD agrees to complete form at the time it orders service from Spectra. In addition, CD agrees to provide Spectra with an updated annual certification, no later than February 1 of each calendar year, so that Spectra may ensure that it continues to accurately report its revenues for FUSF contribution purposes. It is expressly understood and agreed that the CD provision to Spectra of evidence of its making adequate payments into the Universal Service Fund and CD representations to Spectra in connection therewith are subject to the indemnification provisions of Section 28.1.

ARTICLE V

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) between Spectra and CD, or by CD to Spectra and the transport, termination and billing of the specified traffic between the Parties. The services and facilities described in this Article V shall be referred to as the "Services." Spectra reserves the right to otherwise seek compensation for non-Local Traffic including the imposition of access charges where appropriate.

1.2 Service Requests

(a) Orders for trunk-side Local Traffic interconnection services shall be initiated by CD sending an ASR to Spectra, as described in the CenturyTel Service Guide. Spectra will review the ASR for validation and correction of errors. Spectra will use their best efforts to identify errors and refer them back to CD on a single ASR response. CD will then correct any errors that Spectra has identified and resubmit the request to Spectra through a supplemental ASR.

2. CD will comply with the Capacity Planning and Forecasting provisions of Section 12 of Article III and Section 5 of this Article V.

(c) Inter-network connection and protocol must be based on industry standards developed consistent with the Act.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

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

2.2 Rates and Charges.

Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable Appendices to this Agreement. Spectra's and CD's rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof.

2.3 Billing.

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

2.4 Billing Specifications.

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

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

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged.

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

3.2 Compensation For Exchange of Local Traffic.

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

3.2.2 Bill and Keep. Either Party may initiate a traffic study no more frequently than once a quarter. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic, excluding Local Traffic that is also Information Access Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Local Traffic that is also Information Access Traffic will remain subject to Bill-and-Keep.

3.2.3 VNXX Traffic. If CD assigns NPA/NXXs to a customer physically located outside of the Spectra Local Calling Area containing the rate center with which the NPA/NXX is associated, traffic originating from

Spectra customers within that Spectra Local Calling Area to CD customer physically located outside of the Spectra Local Calling Area, shall not be deemed Local Traffic, and shall be subject to applicable access charges established in Spectra's Access Service Tariffs.

3.2.4 Transport

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

3.2.4.1 Transport of Local Traffic.

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

3.2.4.2 Termination.

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

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

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

3.2.5 Nothing in this Section shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section.

4. Network Interconnection.

4.1 Direct Network Interconnection Architecture.

In accordance with but only to the extent required by Applicable Law, the Parties shall provide interconnection of their networks at any technically feasible point and as specified in this Agreement. CD may interconnect with Spectra on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Spectra will work with CD in all circumstances to install Interconnection Points within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

- 4.1.1 The Parties will interconnect their networks for the transmission and routing of traffic, including exchange traffic and exchange access traffic, in accordance with 47 CFR §51.305 and other Applicable Law, at any technically feasible point. The Parties may use the following network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested. The Parties may use any of the minimum points of technically feasible access identified in 47 CFR §51.305, and may utilize, without limitation, the following network facility interconnection.
- (a) A Mid Span Fiber Meet within an existing Spectra exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. The IP is the demarcation between ownership of the fiber transmission facility. Each Party is individually responsible for its incurred costs in establishing this arrangement.
 - (b) A virtual or physical Collocation arrangement at a Spectra Wire Center subject to the rates, terms, and conditions contained in Spectra's applicable tariffs.
 - (c) A special access arrangement terminating at a Spectra Wire Center subject to the rates, terms, and conditions contained in Spectra's applicable tariffs meeting the standards set forth in such tariffs.
 - (d) Existing facilities or the existing facilities of CD's subsidiaries or affiliates, at the serving wire center locations where CD or its subsidiaries or affiliates have a facilities presence for switched and/or dedicated access traffic.
 - (e) Lease dedicated transport facilities and/or services from Spectra.
 - (f) Transport facilities from a third party, and/or,
 - (g) Any other technically feasible arrangement that the Parties may agree upon
- 4.1.2 The Parties will mutually designate at least one POI on Spectra's network within each Spectra local calling area for the routing of Local Traffic.
- 4.1.3 The Parties shall make available to each other one-way or two-way trunks, as mutually agreed upon, for the reciprocal exchange of Local Traffic.
- 4.1.4 Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Information Access Traffic.

- 4.1.5 CD will be responsible for engineering and maintaining its network on its side of the POI. Spectra will be responsible for engineering and maintaining its network on its side of the POI.
- 4.1.6 If third party leased facilities are used for interconnection, the POI will be defined as the Spectra office in which the third party's leased circuit terminates.
- 4.1.7 If CD utilizes leased facilities under a meet point arrangement between Spectra and a third party, the POI will be the Spectra office where the leased facility terminates.

4.2 Interconnection Facility Compensation.

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

- 4.2.1 Collocation: Spectra will charge virtual or physical collocation rate from the applicable Spectra tariff.
- 4.2.2 Special Access: Spectra will charge special access and/or switched access rates from the applicable Spectra access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by Spectra, excluding Local Traffic that is also Information Access Traffic ("Spectra Originated Local Traffic Factor"). The initial Spectra Originated Local Traffic Factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Tandem Switching Local Traffic Compensation.

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

- 4.3.1 The originating Party will compensate the Tandem Party for each minute of originated Tandem switched traffic which terminates to a third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the Tandem Transiting charge identified in Appendix A.
- 4.3.2 The originating Party also assumes responsibility for compensation to the company that terminates the call. Compensation to third parties terminating traffic on either Party's behalf shall be covered by specific arrangements between the originating Party and the terminating third party.
- 4.3.3 Each Party shall deliver Tandem traffic to Spectra with CCS and the appropriate Transactional Capabilities Application part ("TACP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.
- 4.3.4 The Parties will provide Tandem switching for Local Traffic between the Parties' end offices subtending each other's access tandem.

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

4.4 Tandem Transit Traffic and Compensation

4.4.1 Tandem Transit Traffic is telephone exchange service that originates on CLEC's network, and is transported through a Spectra Tandem to the Central Office of a CLEC, ILEC other than Spectra, CMRS Carrier, or other LEC, that subtends the relevant Spectra Tandem to which CLEC delivers such traffic. Neither the originating nor the terminating customer is a Customer of Spectra. Subtending Central Offices shall be determined in accordance with and as identified in the LERG. Switched Exchange Access Service traffic is not Tandem Transit Traffic.

4.4.2 Spectra will not provide Tandem Transit Traffic Service for Tandem Transit Traffic to be delivered to a CLEC, ILEC, CMRS carrier, or other LEC, if the volume of Tandem Transit Traffic to be delivered to that carrier exceeds one (1) DS1 level volume of calls. Parties will agree to acceptable measurement definition based on busy hour logic or agree to use any Industry standard that may be established.

4.4.3 CD shall pay Spectra for Transit Service that CD originates at the rate specified in Appendix A, plus any additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other LEC, imposes or levies on Spectra for the delivery or termination of such traffic, including any Switched Exchange Access charges.

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

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

5. Trunking.

5.1 Trunking Requirements.

In accordance with Article III, Section 12, it will be necessary for the Parties to have met and agreed on trunking, forecasting, availability and requirements in order for the Parties to begin exchange of traffic.

5.1.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will mutually agree

where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic, or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.

- 5.1.2 CD and Spectra shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. CD and Spectra will support the provisioning of trunk groups that carry combined or separate Local Traffic. Spectra requires separate trunk groups from CD to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs.
 - 5.1.2.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
 - 5.1.2.2 The Parties will mutually designate at least one IP on Spectra's network within each Spectra local calling area for the routing of Local Traffic.
 - 5.1.2.3 Neither Party shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.
- 5.1.3 End-Office Trunking. The Parties will work cooperatively to establish high volume end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a CD end office and a Spectra end office.
- 5.1.4 Upon request, the Parties will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Traffic and carried on local interconnection trunks, subject to the audit provisions in Article III Section 10.5.2. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix A.
- 5.1.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly engineered to the appropriate industry grade of service standard.
- 5.1.6 CD and Spectra agree to jointly plan interconnection trunking to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate industry grade of service standard.(B.01) Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 5.1.7 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

5.1.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.

5.1.9 The Parties will support intercompany 64kbps clear channel where available.

5.1.10 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

5.2 Trunk Forecasting.

5.2.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 12. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:

5.2.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year).

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

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

5.3 Trunk Facility Underutilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01). When a condition of excess capacity is identified, the Parties will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements for possible network efficiency adjustment.

5.4 Joint Trunk Planning Criteria.

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

5.5 Network Redesigns Initiated by Spectra.

Spectra will not charge CD when Spectra initiates its own network redesigns/reconfigurations.

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

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

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

6. Indirect Network Interconnection.

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

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

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

6.4 Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except as provided for in Section 4.4.5.

7. Number Resources.

7.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact CD's right to employ or to request and be assigned any NANP number resources, including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment

Guidelines. Any request for numbering resources by CD shall be made directly to the NANP Number Plan Administrator. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. CD shall not request number resources to be assigned to any Spectra switching entity.

7.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

7.2 Rate Centers.

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

7.3 Routing Points.

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

7.4 Code Administration.

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

7.5 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

8. Number Portability (NP).

8.1 Local Number Portability (LNP)

8.1.1 LNP shall only be provided in response to a specific request and exchange of appropriate information. The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and State mandates, and industry standards, as may be applicable.

8.1.2 The Spectra rates for CD service using LNP service are set out in Appendix B attached to this Agreement and made a part hereof. CD

shall provide LNP to Spectra at the rates specified for CD in Appendix B.

8.1.3 The Parties will jointly plan for LNP implementation.

9. Meet-Point Billing (MPB).

9.1 Meet-Point Arrangements.

9.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a Spectra access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

9.1.2 Except in instances of capacity limitations, Spectra shall permit and enable CD to sub-tend the Spectra access tandem(s) nearest to the CD Rating Point(s) associated with the NPA/NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, CD shall be allowed to subtend the next-nearest Spectra access tandem in which sufficient capacity is available.

9.1.3 Interconnection for the MPB arrangement shall occur at the interconnection point (IP).

9.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the Spectra access tandem switch.

9.1.5 CD and Spectra will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

9.1.6 As detailed in the MECAB document, CD and Spectra will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by CD and Spectra via the meet-point arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

9.1.7 CD and Spectra shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

9.2 Compensation.

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

10. Common Channel Signaling.

10.1 Service Description.

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

10.2 Signaling Parameters.

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

10.3 Privacy Indicators.

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

10.4 Third Party Signaling Providers.

CD may choose a third-party SS7 signaling provider.

10.5 Multi-Frequency Signaling.

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

11. Network Management Controls.

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

ARTICLE VI

RESALE OF SERVICES

1. General.

The purpose of this Article VI is to define the Exchange Services and other telecommunications services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from Spectra and resold by CD and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the CenturyTel Service Guide (stated below in section 3.1 and also covering billing, maintenance and service ordering). Spectra will make available to CD for resale any Telecommunications Service that Spectra currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by Section 2.3, below.

2. Terms and Conditions.

2.1 Restrictions on Resale.

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

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

2.1.2 CD shall not resell lifeline services and services for the disabled.

2.1.3 CD shall not resell promotional offerings of ninety (90) days or less in duration. These promotional offerings are not available to CD for resale. Spectra will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.

2.2 Restrictions on Discount of Retail Services.

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

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

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

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

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

2.3 Resale to Other Carriers.

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

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

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

3.2 Local Service Request.

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

3.2.1 Spectra will accept orders for As-Is Transfer (AIT) of services from Spectra to CD where Spectra is the end-user's current local exchange company. Spectra will provide service detail of all AIT orders on its monthly invoicing to CD.

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

3.3 Certificate of Operating Authority.

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

3.4 Nonrecurring Charges.

No resale or other discount applies to nonrecurring charges.

3.5 Transfers Between CD and Another Reseller of Spectra Services.

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

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

3.6 Local Calling Detail.

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

3.7 Originating Line Number Screening (OLNS).

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

4. Maintenance.

4.1 Maintenance, Testing and Repair.

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

5. Services Available for Resale.

5.1 Description of Local Exchange Services Available for Resale.

- (a) Resold basic Exchange Service includes, but is not limited to, the following elements:
- (b) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone:
- (c) (b) Access to long distance carriers. CD must have agreement directly with Interexchange carriers for presubscribed or Casual usage non-Local Traffic. Spectra has no ordering, bill or collection obligations in connection therewith, and CD assumes full responsibility for such obligations, while also agreeing that these undertakings include the indemnification provisions of Section 28.1 of Article III.
- (c) E-911 Emergency Dialing
- (d) Measured Local, EAS Calling – at local usage measured rates if applicable to the end-user customer.
- (e) End-user Private Line Services.
- (f) Listings of telephone number in appropriate “white pages” directory; and

- (g) Copy of “White Pages” and “Yellow Pages” directories for the appropriate Spectra service area.

5.2 Other Services Available for Resale.

Spectra will provide resold services at retail less a discount as defined in this Article VI. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to CD are those telecommunications services described in Spectra’s retail tariffs, as amended from time to time. Any new retail telecommunication services that Spectra offers in such tariffs to customers who are not telecommunications carriers may also be available to CD for resale under the same terms and conditions contained in this Agreement and required by the Act.

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

5.3 Rates.

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

- 5.3.1 A discount as shown in Appendix C shall apply to all retail services except those services listed in Section 2.2 herein.
- 5.3.2 The discount dollar amount calculated under Section 5.3.1 above will be deducted from the retail rate.
- 5.3.3 The resulting rate is the resale rate.

5.4 Grandfathered Services.

Services identified in Spectra Tariffs as grandfathered in any manner are available for resale only to end-user customers that already have such grandfathered service. An existing end-user customer may not move a grandfathered service to a new service location. Grandfathered Services are subject to a resale discount, as provided in Section 5.3.1.

5.5 Access Charges.

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

6. Responsibility for Miscellaneous Charges by CD’s Customer.

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

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

ARTICLE VII

UNBUNDLED NETWORK ELEMENTS

1. General.

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

2. Unbundled Network Elements.

2.1 Categories.

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

- (a) Network Interface Device (NID)
- (b) Local Loops and Subloops
- (c) Transport Element
- (d) Multiplexing
- (e) Line Splitting and Line Sharing
- (f) Call-Related Databases
- (g) Inside Wire
- (h) Subloops

2.2 Prices.

The rates and charges for Unbundled Network Elements are set forth in **Appendix D** attached to this Agreement and made a part hereof. Should there be no price identified in Appendix D, the rates and charges shall be as set by the Commission, negotiated between the Parties, set pursuant to the applicable BFR or ICB process, or as specified in the appropriate Spectra tariff if specifically referenced in this Article.

2.3 Connection to Unbundled Networks.

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

Spectra will provide non-discriminatory access, on an unbundled basis, to the UNEs provided for in this Article VII and as additionally required by Applicable Law. Spectra will provide CD with the same features, functions and capabilities of a particular element that Spectra provides itself, and CD may access and interconnect at any technically feasible point on the Spectra network, as explained in this Agreement.

2.3.1 Connection of CD facilities to unbundled elements shall be achieved via physical Collocation arrangements CD shall maintain at the

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

2.3.2 CD may combine UNEs obtained from Spectra, and it is also may combine those UNEs with its own facilities. Spectra will provide to CD all combinations of UNEs as required by Applicable Law.

2.4 Service Quality.

Spectra shall provide UNEs of a quality and nature provided to its own customers, in accordance with Applicable Law. Spectra will not be responsible for impacts on service attributes, grades of service, etc., resulting from any unusual use of or extraordinary modification to any UNE by CD.

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

2.5 Provisioning and Support.

Spectra agrees to provide UNEs in a timely, nondiscriminatory manner considering the need and volume of requests, in accordance with applicable requirements and agreed upon service provisioning intervals. Spectra shall provide power to such UNEs on the same basis as Spectra provides to itself or to any other parties.

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

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

3.2 Local Service Request/Access Service Request.

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

3.3 Nonrecurring Charges.

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

3.4 Transfers Between CLECs.

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

4. Network Interface Device (NID) UNE.

4.1 Element Description.

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

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

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

4.2 Direct Connection

CD shall be permitted to connect its own Loop directly to Spectra's NID in cases where CD uses its own or third party facilities to provide local service to an end-user unreasonably interfere with the operations of Spectra's network. In order to minimize any such adverse effects, the following procedures shall apply:

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

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

4.2.3 Spectra agrees to offer NID's for lease to CD but not for sale. CD may remove Spectra identification from any NID which it connects to a CD loop, but CD may not place its own identification on such NID. Rates

for the NID are reflected in Appendix D, along with associated non-recurring charges.

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

4.3 NID-to-NID Connection.

Rather than connecting its loop directly to Spectra's NID, CD elects to install its own NID and effect a NID to NID connection to gain access to the end-user's inside wiring.

4.3.1 If CD provides its own loop facilities, it may elect to move all inside wire terminated on a Spectra NID to one provided by CD. In this instance, a NID to NID connection will not be required. CD, or the end-user premise owner, can elect to leave the Spectra disconnected NID in place, or to remove the Spectra NID from the premise and dispose of it entirely.

4.4 Maintenance.

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

4.5 Collocation Requirement.

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

5. Local Loops and Subloops UNEs.

5.1 Element Description.

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

5.2 Categories of Loop UNEs Provisioned Over Copper Loops.

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

- (a) 2-Wire Analog Loop is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A

2-wire analog loop may include load coils, bridge taps, etc. This facility may also include carrier derived facility components (i.e. pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local exchange services. Spectra does not guarantee data modem speeds on a 2-wire analog loop. In addition, Spectra does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in **Appendix D** along with associated non-recurring charges.

- (b) 4-wire Analog Loop conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. Spectra does not guarantee data modem speeds on a 4-wire analog loop. In addition, Spectra does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in **Appendix D** along with associated non-recurring charges.
- (c) 2-Wire Digital Loop is a transmission facility capable of transporting digital signals up to 160 kpbs, with no greater loss than 38 db. end-to-end, measured at 40 kHz without midspan repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). In addition, 2-wire digital loops, dependent on loop make-up, may be configured to support Enhanced Copper Technologies (ECTs), such as ADSL. When utilizing ADSL technology, CD is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards. These loops will be provisioned without load coils or bridged taps. A 2-wire digital loop is not available for ECTs where Spectra has provisioned its local network utilizing Digital Loop Carriers (DLCs). Also, Spectra does not provide the electronics required for ECTs provisioned via 2-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in **Appendix D** along with associated non-recurring charges.
- (d) 4-Wire Digital Loop is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 MBPS. Dependent on loop length, this facility may require midspan repeaters. When a 4-wire digital loop is used by CD to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz. should be less than 34 dB. The DC resistance of a single wire pair should not exceed 1100 ohms. These loops will be provisioned without load coils or bridge taps. A 4-wire digital loop is not available for ECTs where Spectra has provisioned its local network utilizing Digital Line Concentrators (DLCs). Also, Spectra does not provide the electronics required for ECTs provisioned via 4-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in **Appendix D** along with associated non-recurring charges.

- (e) DS-1 loop UNEs will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects. Rates are as reflected in **Appendix D**, including non-recurring charges.
- (f) DS-3 loop UNEs will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end. Rates are as reflected in **Appendix D**, including non-recurring charges.

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

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

- (a) Voice Grade loop UNEs will be provided over Copper or Hybrid loops. These UNEs will provide the equivalent of a DS0 (i.e. 64 kbps) channel using TDM technology.
- (b) DS-1 loop UNEs will be provided over Hybrid loops that use TDM or HDSL electronics. DS-1 loops will support a digital transmission rate of 1.544 Mbps. DS-1 loops do not include channels provisioned over non-TDM electronics, such as those deploying frame, cell, or packet technologies. Rates are as reflected in **Appendix D**, including non-recurring charges.
- (c) DS-3 loop UNEs will be provided over Hybrid loops that use TDM or HDSL electronics. DS-1 loops will support a digital transmission rate of 44.736 Mbps. DS-1 loops do not include channels provisioned over non-TDM electronics, such as those deploying frame, cell, or packet technologies. Rates are as reflected in **Appendix D**, including non-recurring charges.

5.4 Loop Conditioning.

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

5.4.1 Upon CD request and where available, digital copper loops may be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL service without additional conditioning. Additional charges (e.g. Mid-span Repeater) may apply for these digital loops. If CD demands other types of loop conditioning, they will be provided to the extent offered in Spectra's tariffs and under their terms.

5.5 Loop Testing.

5.5.1 Spectra will not perform routine testing of the unbundled loop for maintenance purposes. CD will be required to provision a loop-testing

device either in its central office, Network Control Center or in its collocation arrangement to test the unbundled loop. Spectra will perform repair and maintenance once trouble is identified by CD.

5.5.2 All Loop facilities furnished by Spectra on the premises of CD's end-users and up to the network interface or functional equivalent are the property of Spectra. Spectra must have access to all such facilities for network management purposes. Spectra employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon authorized termination or cancellation of the Loop facility, to remove such facility.

5.5.3 Spectra will provide loop transmission characteristics to CD end-users which are equal to those provided to Spectra end-users.

5.5.4 If CD leases loops which are conditioned to transmit digital signals, as a part of that conditioning, Spectra will test the loop and report digital signaling capability to CD. In maintenance and repair cases, if loop tests are taken, Spectra will provide any recorded readings to CD at time the trouble ticket is closed in the same manner as Spectra provides to itself and its end-users.

5.6 Pair Gain Technologies.

Spectra shall provide CD unbundled loops where Currently Available. Where Spectra utilizes pair gain technology to provision facilities, including Integrated Digital Loop Carrier (IDLC) or analog carrier, Spectra may not be able to provision an unbundled loop. Spectra will, where technically feasible, provision an unbundled loop using pair gain technology; the capabilities of such unbundled loop may be limited to what Spectra provisions. If an ordered unbundled loop using pair gain technology does not meet CD's requirements, Spectra will use alternate facilities to provision the unbundled loop. If alternate facilities are not Currently Available or do not meet CD requirements, Spectra will advise CD that facilities are not available to provision the requested unbundled loop. CD may use the Bona Fide Request (BFR) process specified in Article VII of this Agreement to request Spectra to construct additional facilities at CD expense.

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

5.7 Unbundled Loop Facility Qualification.

5.7.1 If CD plans to deploy service-enhancing technologies (e.g. ADSL, HDSL, ISDN, etc.) over unbundled Copper Loops that would foresee ably potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, CD is responsible for notifying Spectra of its intent. Spectra, will determine if there are any existing or planned service enhancing technologies deployed within the same cable sheath that would be interfered with if CD deployed the proposed technology. If there are existing service enhancing technologies deployed or in the process of being deployed by Spectra or other CLECs that would be unreasonably degraded, or if Spectra has existing near term plans (within six (6) months of the

date of facility qualification) to deploy such technology, Spectra will so advise CD and CD shall not be permitted to deploy such service enhancing technology. If CD disagrees with Spectra's determination, the Parties will jointly review the basis for Spectra's decision and attempt to mutually resolve the disagreement. Should the Parties be unable to resolve the disagreement through the normal course of business, either Party may invoke the Dispute Resolution Provisions of this Agreement.

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

5.8 Subloops

- 5.8.1 Spectra will provision subloop UNEs on a case-by-case basis in accordance with Applicable Law.
- 5.8.2 Spectra will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by Spectra and CD. Such loop access facilities will be designed and constructed in accordance with the requirements of Applicable Law.
- 5.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by Spectra and CD. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

6. Local Switching and Ports Elements.

Not included as part of this Agreement. Upon request of CD, the terms and conditions for access to Port and Local Switching Elements will be negotiated by the Parties as part of a Commercial Services Agreement.

7. Transport Element UNEs.

7.1 Dedicated Transport.

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

7.1.1 The price of the Dedicated Interoffice Transport UNE varies with the bandwidth purchased and consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility per airline mile (monthly recurring), and Transport Termination (per end, monthly recurring). CD may also require that the Dedicated Interoffice Transport element ordered be conditioned with DS1 Clear Channel Capability. The price for DS1 Clear Channel Capability shall be the applicable charge as provided in **Appendix D**.

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

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

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

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

8. Multiplexing UNE

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

9. Combinations of UNEs.

9.1 In General. Spectra will provide CD with combinations of UNEs upon request, and will convert existing services to combinations of unbundled Loop and Transport UNEs, in accordance with Applicable Law. The rate for any such combinations shall be the sum of the individual element rates contained in Appendix D.

9.2 Eligibility Criteria for Certain UNE Combinations.

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

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

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

9.3 Auditing.

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

9.4 Commingling.

CD may commingle traffic carried over the Loop/Transport combination with services obtained from a Spectra tariff. Notwithstanding any other provision of the Agreement or any Spectra tariff, Spectra shall permit CD to commingle a UNE or Combination or Declassified Network Elements with wholesale services obtained from Spectra, and to also convert wholesale services to a UNE or Combination. Commingling is defined as set forth in FCC Rule 51.5. Spectra shall, upon request of CD, perform the functions necessary to commingle a UNE or Combination with one or more facilities or services or inputs that CD has obtained at wholesale from Spectra. Spectra shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon CD.

9.4.1 The rates, terms and conditions of the applicable access tariff will apply to wholesale services, and the rates, terms and conditions of this Agreement will apply to UNEs or Combinations of Network Elements as set forth in Appendix D to this Agreement. "Ratcheting," as that term is defined by the FCC, shall not be required.

9.4.2 Spectra shall cooperate fully with CD to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede CD's ability to implement new Commingled arrangements and convert existing arrangements to Commingled arrangements in a timely and efficient manner and in a manner that does not affect service quality, availability, or performance from the end user's perspective. For the avoidance of doubt, Spectra acknowledges and agrees that the language of this Agreement complies with and satisfies the requirements of Spectra's wholesale and access tariffs with respect to Commingling. Spectra shall not change its wholesale and access tariffs in any fashion that impacts the availability or provision of Commingling under this Agreement, unless Spectra and CD have amended this Agreement in advance to address Spectra's proposed tariff changes

10. Line Splitting.

Spectra shall provision Line Splitting arrangements pursuant to Applicable Law.

11. Bona Fide Request Process.

11.1 Intent.

The Bona Fide Request (BFR) process is intended to be used when the terms and conditions for services, features, capabilities or functionalities requested by CD have not been previously defined and agreed upon by the Parties.

11.2 Process.

11.2.1 A BFR shall be submitted in writing by CD and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications as may be necessary to clearly define the request and provide Spectra with sufficient information to analyze and prepare a response.

11.2.2 CD may cancel a BFR in writing at any time prior to CD and Spectra agreeing to price and availability. Spectra will then cease analysis of the request.

11.2.3 Within five (5) Business Days of its receipt, Spectra shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.

11.2.4 Except under extraordinary circumstances, within Forty-Five (45) Business Days of its receipt of a BFR, Spectra shall provide a proposed price and availability date, or it will provide an explanation as to why Spectra cannot to meet CD's request. If extraordinary circumstances prevail, Spectra will inform CD as soon as it realizes that it cannot meet the Forty-Five (45) Business Day response due date for Spectra to provide its response, which will be extended by ten (10) days, with additional extensions as agreed to by CD in writing.

11.2.5 Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by CD, in accordance with the applicable provisions of the Agreement.

11.2.6 Upon affirmative response from Spectra, CD will submit in writing its acceptance or rejection of Spectra's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request Spectra agrees to meet, the Dispute Resolution procedures described in Article III herein may be invoked by either Party.

ARTICLE VIII

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Misdirected Calls.

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

1.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.

1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.

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

2. 911/E-911 Arrangements

These arrangements shall be provided on a nondiscriminatory basis pursuant to local tariff.

3. Information Services.

3.1 Routing.

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

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

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

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

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

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

4. 900-976 Call Blocking

Spectra shall not unilaterally block 900-976 traffic in which Spectra performs switching associated with resale. Spectra will block 900-976 traffic when requested to do so, in writing, by CD. CD shall be responsible for all costs and liabilities associated with the 900-976 call blocking request.

5. Telephone Relay Service.

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

6. Directory Listings and Directory Distribution.

6.1 If CD wishes to employ Spectra for provisioning of directory listings and directory distribution services for CD's Resale Customers, such services will be provided pursuant to the terms set forth below and at a cost to be agreed upon by Spectra and CD. To the extent any aspects of such services are not addressed below, CD will be required to negotiate a separate agreement for directory listings and directory distribution.

While Spectra reserves all existing rights to Reseller's listings, Reseller may, at Reseller's option, negotiate a separate agreement for directory listings and directory distribution.

6.2 Listings.

CD agrees to supply Spectra on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listings information for CD's Resale Customers who wish to be listed in any Spectra published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code), telephone numbers, and the Resale Customer's desired Yellow Pages classified heading. Nothing in this Agreement shall require Spectra to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with Spectra's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as Spectra's listings and on a nondiscriminatory basis.

6.3 Distribution.

Upon directory publication, Spectra will arrange for the initial distribution of the directory to listed Resale Customers in the directory coverage area.

CD will supply Spectra in a timely manner with all required Resale Customers mailing information including non-listed and non-published Resale Customers mailing information, to enable Spectra to perform its distribution responsibilities.

6.4 Directory Listings and Directory Distribution for CD's Non-Resale Customers.

If CD wants Spectra for Directory Publication, CD will be required to negotiate a separate agreement for directory listings and directory distribution.

7. Busy Line Verification and Busy Line Verification Interrupt.

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

8. Dialing Format Changes.

Spectra will provide reasonable notification to CD of changes to local dialing format, i.e., 7 to 10 digit, by end office.

9. Transfer of Service Announcement.

When an end user customer transfers service from Spectra to CD, or CD to Spectra, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer. The length of time the announcement is provided will be the same as it provides the announcement for its own customers.

**ARTICLE IX
COLLOCATION**

Spectra will provide Collocation for purposes of interconnection or access to UNEs on a nondiscriminatory basis pursuant to the terms and conditions of Spectra's Local Tariff for collocation.

ARTICLE X

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

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

ARTICLE XI
SIGNATURE PAGE

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

By: Spectra Communications Group, LLC

By: CD Telecommunications, LLC

Name: GUY MILLER

Name: _____

Title: CORPORATE DIRECTOR - CARRIER RELATIONS
A duly authorized officer or other agent
of Spectra with such signature binding
Spectra

Title: _____
A duly authorized officer or other agent
of CD with such signature binding CD

Date: _____

Date: _____

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

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

Each Party will bill the other Party as appropriate:

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

TBD Reciprocal Compensation Rate.

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

APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

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

Non-Recurring Charges (NRCs) for Number Portability

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

APPENDIX C

SERVICES AVAILABLE FOR RESALE

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

The State Avoided Cost Discount as of the date of this Agreement is **TBD**.

Non-Recurring Charges (NRCs) for Resale Services

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

Pre-ordering

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

Ordering and Provisioning

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

Product Specific

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

Custom Handling

Service Order Expedite:Engineered	\$ 35.48
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Non-Engineered	\$ 12.59
Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

Application of NRCs

Pre-ordering:

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

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

Ordering and Provisioning:

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX D
PRICES FOR UNBUNDLED NETWORK ELEMENTS

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

Network Interface Device (leased separately)		
	Basic NID	\$ 1.04
	Complex (12 x) NID	\$ 1.80
Unbundled Local Loops and Subloops		
	2 Wire Analog Loop (inclusive of NID)	
	Geographic Zone 1	\$ 53.84
	Geographic Zone 2	\$ 48.39
	Geographic Zone 3	\$ 29.05
	Geographic Zone 4	\$ 19.14
	4 Wire Analog Loop (inclusive of NID)	
	Geographic Zone 1	\$ 93.37
	Geographic Zone 2	\$ 86.32
	Geographic Zone 3	\$ 44.65
	Geographic Zone 4	\$ 29.60
	2 Wire Digital Loop (inclusive of NID)	
	Geographic Zone 1	\$ 53.84
	Geographic Zone 2	\$ 48.39
	Geographic Zone 3	\$ 29.05
	Geographic Zone 4	\$ 19.14
	4 Wire Digital Loop (inclusive of NID)	
	Geographic Zone 1	\$ 93.37
	Geographic Zone 2	\$ 86.32
	Geographic Zone 3	\$ 44.65
	Geographic Zone 4	\$ 29.60
	 DS-1 Loop	 \$ 160.31
	DS-3 Loop	\$ 2,584.44
	 Type C Conditioning	 \$
11.86	Type C Improved Conditioning	\$ 30.00
	Type DA Conditioning	\$ 2.00
	Mid-Span Repeaters	\$
ICB		

	Transport Elements	
	Transport	Special Access Tariff
Tariff	Interoffice Dedicated Transport	Special Access
	Multiplexing	Special Access Tariff
	Line Splitting and Line Sharing	CA
	Call-Related Data Bases	CA
	OS/DA	CA
	OSS	CA
	Service Management Systems	CA
	911 and E-911 Data Bases	Tarriff
	Inside Wire	CA
	Non-Recurring Charges (NRCs) for Unbundled Services	
	Pre-ordering	
	CLEC Account Establishment Per CLEC	\$ 273.09
	Customer Record Search	\$ 11.69
	Ordering and Provisioning	
	Loop:	
	Engineered Initial Service Order (ISO)	\$ 294.07
49.31	Non-Engineered ISO	\$
	Central Office Connection	\$ 12.21
68.30	Outside Facility Connection	\$
	Type C Conditioning	\$
116.24	Type C Improved Conditioning	\$ 116.24
	Type DA Conditioning	\$ 116.24
	NID:	

	ISO	\$ 33.38
42.69	Outside Facility Connection	\$
Tariff	Transport:	Special Access
	Custom Handling	
	Service Order Expedite:	
	Engineered Loop LSRs	\$ 35.48
	All Other LSRs	\$ 12.59
	Coordinated Conversions:	
	ISO	\$ 17.76
	Central Office Connection	\$ 10.71
	Outside Facility Connection	\$ 9.59
	Hot Coordinated Conversion First Hour:	
	ISO	\$ 30.55
	Central Office Connection	\$ 42.83
	Outside Facility Connection	\$ 38.34
	Hot Coordinated Conversion per Additional Quarter Hour:	
	ISO	\$ 6.40
	Central Office Connection	\$ 10.71
	Outside Facility Connection	\$ 9.59

Application of NRCs

Pre-ordering:

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

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

Ordering and Provisioning:

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

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

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

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

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

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

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

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

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

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

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

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

Service Order Expedite applies if CD requests service prior to the standard due date intervals.

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

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

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

**Universal Service Fund (USF) Support Surcharge

Residential (per line)
by FCC
Business (per line)

To Be Determined

To Be Determined by FCC

