

ANDERECK, EVANS, MILNE, PEACE & JOHNSON, L.L.C.

ATTORNEYS AT LAW

EUGENE E. ANDERECK

TERRY M. EVANS

ERWIN L. MILNE

JACK PEACE

CRAIG S. JOHNSON

RODRIC A. WIDGER

GEORGE M. JOHNSON

BEVERLY J. FIGG

WILLIAM S. LEWIS

VICTOR S. SCOTT

COREY K. HERRON

700 EAST CAPITOL AVENUE
COL. DARWIN MARMADUKE HOUSE

P.O. BOX 1438

JEFFERSON CITY, MISSOURI 65102-1438

TELEPHONE 573-634-3422

FAX 573-634-7822

LANETTE R. GOOCH

SHAWN BATTAGLER

ROB TROWBRIDGE

JOSEPH M. PAGE

LISA C. CHASE

JUDITH E. KOEHLER

ANDREW J. SPORLEDER

KELLIE R. NILGES

NICOLE D. LINDSEY

OF COUNSEL

MARVIN J. SHARP

PATRICK A. BAUMHOER

GREGORY C. STOCKARD (1904-1993)

PHIL HAUCK (1924-1991)

September 13, 2002

FILED⁴

SEP 13 2002

Secretary of PSC
Missouri Public Service Commission
P. O. Box 360
Jefferson City, MO 65102

Missouri Public
Service Commission

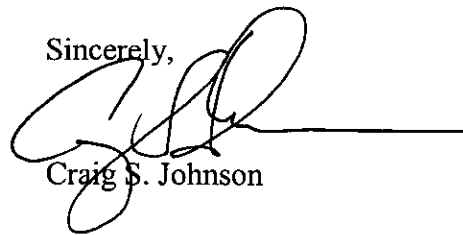
**Re: Chariton Valley Telecom/Spectra Communications Group
Interconnection Agreement, Request for Approval**

Dear Secretary:

Enclosed please find an original and three (3) Requests for Approval of Interconnection Agreement, with a single copy of the original Interconnection Agreement with pages sequentially numbered, for filing with the Commission. Please advise of the case number assigned.

I have this day mailed copies of this Request and complete copy of the original Agreement to Daniel Joyce, General Counsel, Michael Dandino, Office of the Public Counsel, and to the Spectra Communications Group, L.L.C. to the address specified in the Agreement, which is set forth in paragraph 4 of the Request.

Sincerely,



Craig S. Johnson

CSJ:sw

Enc.

cc: Daniel Joyce
Michael Dandino
Spectra Communications Group, L.L.C.
Jim Simon

Trenton Office
9th And Washington
Trenton, Missouri 64683
660-359-2244
Fax 660-359-2116

Springfield Office
1111 S. Glenstone
P.O. Box 4929
Springfield, Missouri 65808
417-864-6401
Fax 417-864-4967

Princeton Office
207 North Washington
Princeton, Missouri 64673
660-748-2244
Fax 660-748-4405

Smithville Office
119 E. Main Street
P.O. Box. 654
Smithville, Missouri 64089
816-532-3895
Fax 816-532-3899

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

FILED⁴
SEP 13 2002
Missouri Public
Service Commission

Request for Approval of Interconnection)
Agreement Between Chariton Valley)
Telecom Corporation and Spectra)
Communications Group, LLC)
pursuant to Section 252(e) of the)
Telecommunications Act of 1996.)

Case No. _____

**REQUEST FOR APPROVAL OF INTERCONNECTION AGREEMENT
BETWEEN CHARITON VALLEY TELECOM CORPORATION AND
SPECTRA COMMUNICATIONS GROUP, LLC**

COME NOW Chariton Valley Telecom Corporation (Chariton Valley),
Applicant, and hereby files this Request for Approval of an Interconnection Agreement
between Chariton Valley and Spectra Communications Group, LLC (Spectra), pursuant
to Section 252(e) of the Telecommunications Act of 1996. In support of this Request,
Applicant states the following:

1. Chariton Valley is a Missouri corporation operating as a competitive or
alternative local exchange telecommunications company in Missouri pursuant to
certificate of authority granted in TA-2002-238.
2. Spectra Communications Group, LLC, owns and operates incumbent local
exchange telecommunications services in the state of Missouri.
3. On September 5, 2002, after good faith negotiations, Chariton Valley and
Spectra executed an Interconnection, Resale, and Unbundling Agreement for

Interconnection and Reciprocal Compensation over an interconnection within the state of Missouri. The Agreement is attached hereto and incorporated by reference as Attachment A, with its pages sequentially numbered.

4. Pursuant to Section 252(e)(1) of the Act, Chariton Valley hereby submits this Agreement for approval by the Commission. Spectra is a party to the agreement, but not to this Application, and Spectra should be made a party to this proceeding. Pursuant to section III-11 of Attachment A, Spectra can be served with process and made a party hereto by sending the appropriate notice to:

Spectra Communications Group, LLC
Attention: Corporate Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203
Tel: (318) 388-9000
Fax (318) 388-9072

5. The Agreement complies fully with Section 252(e) of the Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier not a party thereto.

6. Approval and implementation of the Agreement complies fully with both Missouri law and Section 252(e) of the Act, effectuates the bilateral agreement between Chariton Valley and Spectra, and for which reason Chariton Valley requests that the Commission approve such agreement without change, suspension, or delay.

7. Correspondence, orders, and decisions in this matter should be addressed to:

James Simon
Assistant General Mgr.
Chariton Valley Telecom
606 Oak Street
Bucklin, Missouri 64631

Craig S. Johnson
Andereck, Evans, Milne, Peace & Johnson, LLC
700 East Capitol
P.O. Box 1438
Jefferson City, MO 65102
Telephone: 573-634-3422
Facsimile: 573-634-7822
E-mail: cjohnson@aempj.com

8. This Commission is authorized to review the Agreement and grant the relief requested herein by Chariton Valley pursuant to Section 252(a) of the Act, which provides:

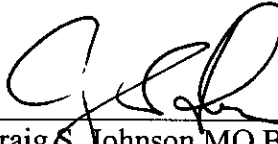
“(a) AGREEMENTS ARRIVED AT THROUGH NEGOTIATION

(1) VOLUNTARY NEGOTIATIONS.—Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement, including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996, shall be submitted to the State commission under subsection (3) of this section.”

9. Section 252 of the Act provides This Commission with authority to approve the Agreement, and provides it may only be rejected if discriminatory to a non-party to the agreement, or is inconsistent with the public interest, convenience, and necessity.

WHEREFORE, on the basis of the foregoing, Chariton Valley respectfully requests the Commission to issue an Order that approves the Agreement, directs Applicants to file an executed copy of the Agreement with the Commission, and grants such other relief as is reasonably necessary.

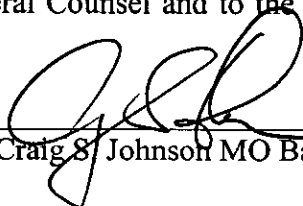
ANDERECK, EVANS, MILNE,
PEACE & JOHNSON, L.L.C.

By 
Craig S. Johnson MO Bar No. 28179
The Col. Darwin Marmaduke House
700 East Capitol
Post Office Box 1438
Jefferson City, Missouri 65102
Telephone: (573) 634-3422
Facsimile: (573) 634-7822
Email: CJohnson@AEMPB.com

ATTORNEYS FOR Chariton Valley Telecom

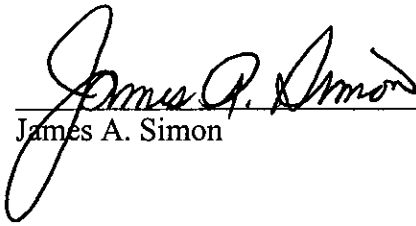
CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true and accurate copy of the foregoing was mailed, via U.S. Mail, postage prepaid, this 13 day of September, 2002, to Staff General Counsel and to the Office of the Public Counsel.


Craig S. Johnson MO Bar No. 28179

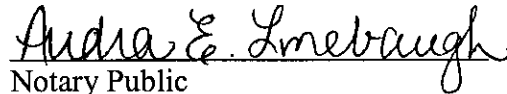
VERIFICATION

I, James A. Simon, Assistant General Manager of Chariton Valley Telecom Corp., hereby swear and affirm that I am authorized to speak on behalf of Applicant Chariton Valley Telecom Corp., and attest to the veracity of the statements contained in this application.


James A. Simon

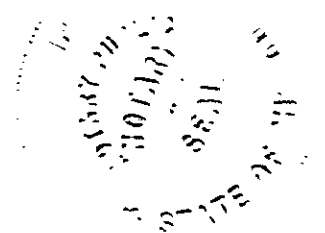
STATE OF MISSOURI)
) ss
COUNTY OF LINN)

I, Audra E. Linebaugh, a Notary Public do hereby certify that on this 10th day of September, 2002, personally appeared before me James A. Simon, who declared that the information contained herein above is true, to the best of his knowledge and belief.


Notary Public

My Commission Expires:

AUDRA E. LINEBAUGH Notary Public - Notary Seal STATE OF MISSOURI Chariton County My Commission Expires: May 27, 2006



FILED⁴

SEP 13 2002

**Missouri Public
Service Commission**

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

SPECTRA COMMUNICATIONS GROUP, LLC

AND

CHARITON VALLEY TELECOM CORPORATION

IN THE STATE OF MISSOURI

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

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

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

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

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain Unbundled Network Elements (UNEs) and physical collocation of equipment in 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 CHARITON VALLEY TELECOM hereby covenant and agree as follows:

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ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by CHARITON VALLEY TELECOM of certain telecommunications services provided by SPECTRA in its franchise areas for resale by CHARITON VALLEY TELECOM, the purchase by CHARITON VALLEY TELECOM of certain Unbundled Network Elements from SPECTRA, and the terms and conditions of the collocation of certain equipment of CHARITON VALLEY TELECOM in the premises of SPECTRA. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Missouri Public Service Commission (the "Commission") for approval. The Parties agree that their entrance 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. CHARITON VALLEY TELECOM agrees to negotiate reciprocal terms and conditions with SPECTRA based on this Agreement.

The services and facilities to be provided to CHARITON VALLEY TELECOM by SPECTRA in satisfaction of 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.

ARTICLE II
DEFINITIONS

1. General Definitions.

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

1.1 Access Service Request (ASR)

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

1.2 Act

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

1.3 Affiliate

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

1.4 Answer Supervision

An off-hook supervisory signal.

1.5 Applicable Law

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

1.6 As-Is Transfer (AIT)

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

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

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

1.8 Automated Message Accounting (AMA)

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

- 1.9 **Automatic Number Identification (ANI)**
The number transmitted through the network identifying the calling party.
- 1.10 **Basic Local Exchange Service**
Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).
- 1.11 **Bill-and-Keep Arrangement**
A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.
- 1.12 **Bona Fide Request (BFR)**
Process intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.
- 1.13 **Business Day**
Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.14 **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).
- 1.15 **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 collects and in collects as well as Carrier Access Billing System (CABS) records.
- 1.16 **CLLI Codes**
Common Language Location Identifier Codes.
- 1.17 **Commission**
The Missouri Public Service Commission.
- 1.18 **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.

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

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

1.20 **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.

1.21 **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.

1.22 **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.

1.23 **Customer**

SPECTRA or CHARITON VALLEY TELECOM, depending on the context and which Party is receiving the service from the other Party.

1.24 **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 and/or port basis.

1.25 **Dedicated Transport**

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC). Dedicated Transport may extend between two SPECTRA SWCs (Interoffice Dedicated Transport or IDT) or may extend from the SPECTRA SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries.

1.26 **Disconnect Supervision**

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

1.27 **DS-1**

A service carried at digital signal rate of 1.544 Mbps.

1.28 **DS-3**

A service carried at digital signal rate of 44.736 Mbps.

1.29 **Electronic File Transfer**

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

1.30 **Enhanced Service Provider (ESP) /Internet Service Provider (ISP) Traffic**

Traffic bound to any Enhanced Service Provider or Internet Service Provider. ESP/ISP Traffic is separate and distinct from Local Traffic.

1.31 **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. E-9-1-1 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.

1.32 **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.

1.33 **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.

1.34 **Expanded Interconnection Service (EIS)**

A service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at SPECTRA's wire centers and access tandems and interconnect those facilities with the facilities of SPECTRA. Microwave is available on a case-by-case basis where feasible.

1.35 **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 46.

1.36 **FCC**

The Federal Communications Commission.

1.37 **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 46).

1.38 **SPECTRA Guide**

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

1.39 **CTOC**

SPECTRA Operating Company.

1.40 **Hazardous Chemical**

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

1.41 **Hazardous Waste**

As described in 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.

1.42 **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.

1.43 **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.

1.44 **Initial Service Order**

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

1.45 **Interconnection Facility**

See "Internetwork Facilities".

1.46 **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.

1.47 **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.

1.48 **Interim Number Portability (INP)**

The delivery of Local Number Portability (LNP) capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

1.49 **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.

1.50 **ISDN User Part (ISUP)**

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

1.51 **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.

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

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

1.53 **Local Exchange Carrier (LEC)**

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

1.54 **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.

1.55 **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.

1.56 **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.

1.57 **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 serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope, Extended Area Service (EAS), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local

calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic excludes Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, including but not limited to Internet, 900-976, etc., and Internet Protocol based long distance telephony.

1.58 **Loop Facility Charge**

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

1.59 **Main Distribution Frame (MDF)**

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

1.60 **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.

1.61 **Mid-Span Fiber Meet**

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

1.62 **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.

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

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

1.64 **Network Interface Device (NID)**

The point of demarcation between the end user's inside wiring and SPECTRA's facilities.

1.65 **911 Service**

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

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

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

1.67 **Numbering Plan Area (NPA)**

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

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

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

1.69 **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 (see reference in Article III, Section 46).

1.70 **Party/Parties**

SPECTRA and/or CHARITON VALLEY TELECOM.

1.71 **Pole Attachment**

Refers to the definition set forth in Article X.

1.72 **Provider**

SPECTRA or CHARITON VALLEY TELECOM depending on the context and which Party is providing the service to the other Party.

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

An answering location for 9-1-1 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.

1.74 **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.

1.75 **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.

1.76 **Routing Point**

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

1.77 **Service Switching Point (SSP)**

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

1.78 **Shared Transport**

The physical interoffice facility not dedicated to any one customer that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end user (SPECTRA end user or CHARITON VALLEY TELECOM end user when CHARITON VALLEY TELECOM has purchased unbundled local switching), and are referred to as "shared transport facilities".

1.79 **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.

1.80 **Signaling System 7 (SS7)**

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

1.81 **Subsidiary**

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

1.82 **Subsequent Service Order**

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

1.83 **Synchronous Optical Network (SONET)**

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

1.84 **Switched Access Service**

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

1.85 **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.

1.86 **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.

1.87 **Third Party Contamination**

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

1.88 **Transfer of Service**

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

1.89 **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.

1.90 **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.

1.91 **Undefined Terms**

Terms that may appear in this Agreement which are not defined. Parties acknowledge and agree that any such terms shall be construed in accordance with customary usage in the telecommunications industry as of the effective date of this Agreement.

1.92 **Vertical Features (including CLASS Features)**

Vertical services and switch functionalities provided by SPECTRA, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding

Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting; Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

1.93 **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 located.

ARTICLE III

GENERAL PROVISIONS

1. Scope of General Provisions.

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

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until September 1, 2004 and shall continue in effect for six month terms unless either Party gives the other Party at least 135 calendar days written notice of termination. In the event notice is given less than 135 calendar days prior to the end of the current term, this agreement shall remain in effect for 135 days after such notice is received provided in no case shall the Termination Date be extended beyond 135 calendar days after the end of the current term.

After October 1, 2003, upon 30 days written notice to the other Party, either Party may initiate renegotiation of all the rates contained herein. The parties agree to complete renegotiation of rates within 45 calendar days following receipt of such notice. In the event that such renegotiation is not mutually concluded within 45 days, the parties agree to implement the Dispute Resolution Provisions, Section 18, of this Agreement.

2.2 Post-Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 0 below, or a termination upon sale, pursuant to Section 0, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

- (a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.
- (b) If this Agreement is not continued pursuant to subsection (a) preceding under (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; or (iv) any rights under Section 252(i) of the Act.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a 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 sixty (60) 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 Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, 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, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 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 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.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and CHARITON VALLEY TELECOM has not relied on SPECTRA counsel, pursuant to this Agreement.

6. Responsibility for Payment.

SPECTRA may charge CHARITON VALLEY TELECOM and CHARITON VALLEY TELECOM will pay SPECTRA a deposit before SPECTRA is required to perform under this agreement if CHARITON VALLEY TELECOM has not established a good payment history with SPECTRA.

Such deposit will be calculated based on SPECTRA's estimated two-month charges to CHARITON VALLEY TELECOM using CHARITON VALLEY TELECOM's forecast of resale lines and unbundled loops and ports. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

7. CLEC Profile.

Before orders can be taken, the CLEC Profile must be completed and returned; and, if required, an advanced deposit paid. CHARITON VALLEY TELECOM will provide SPECTRA with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the SPECTRA Guide. CHARITON VALLEY TELECOM agrees to warrant to SPECTRA that it is a certified provider of telecommunications service. CHARITON VALLEY TELECOM will document its Certificate of Operating Authority on the CLEC Profile and agrees to update this CLEC Profile as required to reflect its current certification.

8. Contact Exchange.

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

9. Electronic Interface.

Electronic interface is not currently available.

10. Billing and Payment.

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

10.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges that are for more than one-year prior to the current billing date.

10.2 Dispute.

If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

10.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount allowed by the applicable SPECTRA state access tariffs, the state retail tariff, or the NECA Tariff FCC No. 5, in accordance with the service ordered, or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

10.4 Due Date.

Payment is due thirty (30) calendar days from the bill date.

10.5 Audits.

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.

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) days from the effective date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, UNEs, number portability, Interconnection Services, Collocation, Poles, Conduits and Rights-of-Way (ROW). SPECTRA may delay processing CHARITON VALLEY TELECOM service orders should the Parties not perform obligations as specified in this Section 12. Such responsibilities shall include but are not limited to the following:

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

12.2 CHARITON VALLEY TELECOM will furnish to SPECTRA information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.

12.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V.

12.4 CHARITON VALLEY TELECOM shall notify SPECTRA promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

13. Compliance with Laws and Regulations.

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

14. Confidential Information.

14.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential

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

Notwithstanding the foregoing, preorders and all orders for services or UNEs placed by CHARITON VALLEY TELECOM pursuant to this Agreement, and information that would constitute customer proprietary network information of CHARITON VALLEY TELECOM end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to CHARITON VALLEY TELECOM end users, whether disclosed by CHARITON VALLEY TELECOM to SPECTRA or otherwise acquired by SPECTRA in the course of its performance under this Agreement shall be deemed Confidential Information without having to be identified as such.

14.2 Handling.

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

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the 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, approval, or mutual agreement is required of a Party, it shall not be conditional, unreasonably withheld, or delayed.

16. Fraud.

CHARITON VALLEY TELECOM assumes responsibility for all fraud associated with its end-user customers and accounts. SPECTRA shall bear no responsibility for, nor is it required to investigate or make adjustments to CHARITON VALLEY TELECOM's account in cases of fraud.

17. Reimbursement of Expenses.

In performing under this Agreement SPECTRA may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event SPECTRA is entitled to reimbursement from CHARITON VALLEY TELECOM for all such reasonable costs. For all such costs and expenses SPECTRA shall receive through NRCs the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to SPECTRA's common costs.

18. Dispute Resolution.

18.1 Alternative to Litigation.

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

18.2 Negotiations.

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

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. 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. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

18.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

18.5 Costs.

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

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.

19. Entire Agreement.

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

20. Expenses.

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

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, 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 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 shall be governed by and construed in accordance with the Telecommunications Act of 1996, applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

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 Guide. CHARITON VALLEY TELECOM agrees that SPECTRA may implement such practices to satisfy any SPECTRA obligations under this Agreement.

25. Headings.

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

26. Independent Contractor Relationship.

The persons provided by each Party 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 traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.
- 27.2 SPECTRA agrees to work jointly with CHARITON VALLEY TELECOM in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for CHARITON VALLEY TELECOM customers will be billed to CHARITON VALLEY TELECOM.
- 27.3 SPECTRA will, in non-emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a CHARITON VALLEY TELECOM Customer and shall refer them to CHARITON VALLEY TELECOM.
- 27.4 Subsequent to the execution and approval of this Agreement by the Commission, the parties shall establish a separate contract or authorization agreement specific to the Nuisance Call Bureau (NCB) and Security Control Center (SCC) for CLEC procedures, which will be in compliance with applicable state and federal laws.

28. Liability and Indemnity.

28.1 Indemnification.

Subject to the limitations set forth in Section 28.4 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 and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

28.3 DISCLAIMER.

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

28.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses 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. 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 provision of such advice, recommendations, and analysis.

28.5 Intellectual Property.

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other 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: Corporate Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203
Telephone number: (318) 388-9000
Facsimile number: (318) 388-9072

With a copy to:

SPECTRA COMMUNICATIONS GROUP, LLC
Southern Region Manager
100 CenturyTel Drive
Monroe, LA 71203
Telephone number: (318) 388-9000
Facsimile number: (318) 388-9072

If to CHARITON VALLEY TELECOM:

Chariton Valley Telecom Corporation
Attn: James A. Simon, Assistant General Manager
606 Oak Street
Bucklin, Mo. 64631
Telephone number: (660) 695-7534
Facsimile number: (660) 695-4403
email: jsimon@cvalley.net

32. Protection.

32.1 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party

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

32.2 Resolution.

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

33. Publicity.

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

34. Regulatory Agency Control.

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

35. Changes in Legal Requirements.

SPECTRA and CHARITON VALLEY TELECOM further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.

36. Effective Date.

This Agreement will be effective only upon execution by both Parties and 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. The Parties agree orders for services will not be submitted or accepted within the first ten (10) business days after the agreement is effective.

37. 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.

If either Party does not provide necessary filing materials within 90 days of execution of this Agreement, any contract signatures will no longer be effective. If both Parties determine to proceed with filing, negotiations between the Parties will resume.

38. Rule of Construction.

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

39. Section References.

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

40. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

41. 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.

42. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the affected term(s) and condition(s), should one or both Parties choose to avail themselves of such law, rule, or regulation. The Dispute Resolution provisions of Article III, Section 18 shall also govern any disputes arising out of or relating to such modifications.

43. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes 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, 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 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.

43.1 Tax.

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

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

43.2 Fees/Regulatory Surcharges.

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, E311/311, franchise fees, and Commission surcharges.

44. 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.

45. 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.

46. Environmental Responsibility.

46.1 CHARITON VALLEY TELECOM 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 CHARITON VALLEY TELECOM. In accordance with Section 46.10, CHARITON VALLEY TELECOM 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. CHARITON VALLEY TELECOM must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the SPECTRA Facility.

46.2 CHARITON VALLEY TELECOM, 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 CHARITON VALLEY TELECOM's compliance with SPECTRA's practices/procedures, with this Agreement, or with SPECTRA's directions or

recommendations will achieve compliance with any applicable law. CHARITON VALLEY TELECOM is responsible for ensuring that all activities conducted by CHARITON VALLEY TELECOM 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.

- 46.3 SPECTRA and CHARITON VALLEY TELECOM shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at 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.
- 46.4 CHARITON VALLEY TELECOM shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to CHARITON VALLEY TELECOM after a complete and proper request by CHARITON VALLEY TELECOM for same, then SPECTRA's permit, approval, or identification number may be used as authorized by law and upon prior approval by SPECTRA. In that case, CHARITON VALLEY TELECOM 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 CHARITON VALLEY TELECOM'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.
- 46.5 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 CHARITON VALLEY TELECOM discovers Third Party Contamination, CHARITON VALLEY TELECOM will immediately notify SPECTRA and will consult with SPECTRA prior to making any required notification, unless the time required for prior consultation would preclude CHARITON VALLEY TELECOM from complying with an applicable reporting requirement.
- 46.6 SPECTRA and CHARITON VALLEY TELECOM shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. For fees associated with such filings, SPECTRA and CHARITON VALLEY TELECOM must develop a cost sharing procedure.
- 46.7 When conducting operations in any SPECTRA manhole or vault area, CHARITON VALLEY TELECOM shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. CHARITON VALLEY TELECOM shall not disturb building materials containing hazardous substances prior to space or power accessibility. SPECTRA must approve any contracts or agreements to move the materials prior to disturbing the building materials. CHARITON VALLEY TELECOM shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a SPECTRA manhole or vault area. SPECTRA shall not be

responsible for any costs incurred by CHARITON VALLEY TELECOM in meeting its obligations under this Section.

- 46.8 CHARITON VALLEY TELECOM 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 result of providing CHARITON VALLEY TELECOM with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.
- 46.9 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, CHARITON VALLEY TELECOM must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).
- 46.10 Notwithstanding Section 27, with respect to environmental responsibility under this Section 46, SPECTRA and CHARITON VALLEY TELECOM shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage 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 CHARITON VALLEY TELECOM shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 47.10.

47. 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 CHARITON VALLEY TELECOM 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 CHARITON VALLEY TELECOM to SPECTRA, and any overpayment shall be refunded by SPECTRA to CHARITON VALLEY TELECOM, 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 CHARITON VALLEY TELECOM for resale and UNEs provided by SPECTRA to CHARITON VALLEY TELECOM, when appropriate, unless otherwise specified in this Agreement. As applied to services or UNEs offered under this Agreement, the term "Customer" contained in the SPECTRA Retail Tariff shall be deemed to mean "CHARITON VALLEY TELECOM" as defined in this Agreement.

2. Liability of SPECTRA.

2.1 Inapplicability of Tariff Liability.

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

2.2 CHARITON VALLEY TELECOM Tariffs or Contracts.

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

2.3 No Liability for Errors.

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 CHARITON VALLEY TELECOM for any ongoing CHARITON VALLEY TELECOM service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, CHARITON VALLEY TELECOM shall indemnify and hold 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 CHARITON VALLEY TELECOM's end-users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct, e.g. repitious errors, of SPECTRA or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures.

If CHARITON VALLEY TELECOM submits an order for resold services 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 SPECTRA or another LEC using SPECTRA resold services or unbundled elements, and the end-user notifies SPECTRA that the end-user did not authorize CHARITON VALLEY TELECOM to provide local exchange services to the end-user, CHARITON VALLEY TELECOM must provide SPECTRA with written documentation of authorization from that end-user within thirty (30) Business Days of notification by SPECTRA. If CHARITON VALLEY TELECOM cannot provide written documentation of authorization within such time frame, CHARITON VALLEY TELECOM must within three (3) Business Days thereafter:

- (a) notify SPECTRA to change the end-user back to the LEC providing service to the end-user before the change to CHARITON VALLEY TELECOM was made; and
- (b) provide any end-user information and billing records CHARITON VALLEY TELECOM has obtained relating to the end-user to the LEC previously serving the end-user; and
- (c) notify the end-user and SPECTRA that the change back to the previous LEC has been made.

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

4. Impact of Payment of Charges on Service.

CHARITON VALLEY TELECOM is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations. If CHARITON VALLEY TELECOM fails to pay when due any and all charges billed to CHARITON VALLEY TELECOM under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) calendar days after the bill date of such Unpaid Charges excepting previously disputed charges for which CHARITON VALLEY TELECOM may withhold payment, SPECTRA shall notify CHARITON VALLEY TELECOM in writing that it must pay all Unpaid Charges to SPECTRA within seven (7) Business Days. If CHARITON VALLEY TELECOM disputes the billed charges, it shall, within said seven (7) day period, inform SPECTRA in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to SPECTRA all undisputed charges. If CHARITON VALLEY TELECOM and SPECTRA are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either CHARITON VALLEY TELECOM or SPECTRA may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if CHARITON VALLEY TELECOM owes payment it shall make such payment to SPECTRA with any late payment charge under Article III, Section 10.3, from the original payment due date. If CHARITON VALLEY TELECOM owes no payment, but has previously paid SPECTRA such disputed payment, then SPECTRA shall credit such payment including any late payment charges. If CHARITON VALLEY TELECOM fails to pay any undisputed Unpaid Charges, CHARITON VALLEY TELECOM shall, at its sole expense, within five (5) Business Days notify its end-users that their service may be disconnected for CHARITON VALLEY TELECOM's failure to pay Unpaid Charges, and that its end-users must select a new provider of local

exchange services. SPECTRA may discontinue service to CHARITON VALLEY TELECOM upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to CHARITON VALLEY TELECOM or CHARITON VALLEY TELECOM's end-users in the event of such disconnection. If CHARITON VALLEY TELECOM fails to provide such notification or any of CHARITON VALLEY TELECOM's end-users fail to select a new provider of services within the applicable time period, SPECTRA may provide local exchange services to CHARITON VALLEY TELECOM's end-users under SPECTRA's applicable end-user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to CHARITON VALLEY TELECOM's end-user, but will be assessed to CHARITON VALLEY TELECOM.

5. Unlawful Use of Service.

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

6. Timing of Messages.

With respect to SPECTRA resold measured rate local service(s), 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. Timing of messages applicable to SPECTRA's Port and Local Switching element (usage sensitive services) will be recorded based on originating and terminating access.

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 SPECTRA Guide. In accordance with Article III, Section 7, SPECTRA will not process resale or unbundled network element orders until the CHARITON VALLEY TELECOM Profile has been completed and returned; and, if required, an advanced deposit paid. The Parties agree that they will use a manual service order process throughout the term of the contract and that there will be no charge for such service.

8. Letter of Authorization

8.1 SPECTRA will not release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) to CHARITON VALLEY TELECOM on SPECTRA

end-user customer accounts unless CHARITON VALLEY TELECOM first provides to SPECTRA a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between SPECTRA and CHARITON VALLEY TELECOM authorizing the release of such information to CHARITON VALLEY TELECOM or if state or federal law provides otherwise, in accordance with such law.

- 8.2 An (LOA) will be required before SPECTRA will process an order for Services provided in cases in which the subscriber currently receives Exchange Service from SPECTRA or from a local service provider other than CHARITON VALLEY TELECOM. Such LOA may be a blanket LOA or such other form as agreed upon between SPECTRA and CHARITON VALLEY TELECOM.

9. Customer Contacts.

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

ARTICLE V
INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) by SPECTRA to CHARITON VALLEY TELECOM or by CHARITON VALLEY TELECOM to SPECTRA and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier (IXC) access between SPECTRA and CHARITON VALLEY TELECOM. The services and facilities described in this Article shall be referred to in this Article V as the "Services."

1.1.1 CHARITON VALLEY TELECOM initiates orders for trunk-side interconnection services by sending an ASR to SPECTRA. The ordering process is described in the SPECTRA Guide. The ASR will be reviewed by SPECTRA for validation and correction of errors. Errors will be referred back to CHARITON VALLEY TELECOM. CHARITON VALLEY TELECOM then will correct any errors that SPECTRA has identified and resubmit the request to SPECTRA through a supplemental ASR.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

CHARITON VALLEY TELECOM will order services for number portability, directly from SPECTRA via United States Mail or facsimile. The following describes generally the processes SPECTRA will use for ordering, provisioning and billing for interconnection facilities and services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the SPECTRA 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 rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof. CHARITON VALLEY TELECOM's separate rates and charges are also set forth in Appendix A attached hereto and made a part hereof.

2.3 Billing.

Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. CHARITON VALLEY TELECOM is required to order trunks pursuant to Section 4.3.3 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 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.
- 2.4.2 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, IntraLATA Toll, optional EAS and jointly provided IXC traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 herein. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Exchange Of Traffic.

3.2.1 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. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local 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. Nothing in this Section 3.2.2 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 3.2.2, except as set forth in Section 3.1 above.

3.2.3 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. Until industry standards for call record exchanges are established for interim number portability, the Parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the party billing the switched access will share the switched access revenue with the other Party. The Party providing interim number portability is entitled to keep the portion of collected access revenue associated with tandem switching, transport, and residual/transport interconnection charge rate elements, as applicable. The party terminating ported calls is entitled to receive the portion of collected access revenue associated with the end office switching rate elements. As part of this revenue sharing arrangement, the Parties agree to compensate each other as specified in Appendix B.

3.2.3.1 As part of the revenue sharing arrangement described in Section 3.2.3 the number of lines per ported number that are subject to compensation will be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per ported number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per ported number available for compensation can only be increased by mutual consent of the Parties.

3.2.3.2 As part of the revenue sharing arrangement described in Section 3.2.3 the Parties agree that the compensation rates may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rates if a significant event occurs. At a minimum, the Parties agree to reevaluate the rates on an annual basis.

3.2.3.3 The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving Party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. The Parties agree that no charges shall be applied to the ported switched access calls as part of the local traffic termination. When the access revenue sharing arrangement described in Section 3.2.3 is in effect, the Parties agree to renegotiate the terminating shared access compensation rates if reciprocal compensation for local calls is implemented.

3.2.3.4 As part of the revenue sharing arrangement described in Section 3.2.3 the Party receiving the payments on a per line per month basis agrees to provide the following information on its invoice: Name of the end user accounts, the ported telephone numbers, the telephone numbers assigned to the lines in its switch, the INP methods used, class of service, and dates of initial installation and disconnects.

3.2.3.5 Upon implementation of permanent local number portability, the Parties agree to transition all interim number portability customers and their services to permanent local number portability methods within a mutually agreed upon time frame and discontinue use of further interim methods of number portability.

3.3 Tandem Switching Traffic.

The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's access tandem, as well as for traffic between either Party's end-users and any third party which is interconnected to the other Party's access tandems as follows:

- 3.3.1 The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic that terminates to 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.
- 3.3.2 The originating Party also assumes responsibility for compensation to the company that terminates the call.
- 3.3.3 The Parties agree to enter into their own agreements with third-party providers. In the event that CHARITON VALLEY TELECOM sends traffic through SPECTRA's network to a third-party provider with whom CHARITON VALLEY TELECOM does not have a traffic interexchange agreement, then CHARITON VALLEY TELECOM agrees to indemnify SPECTRA for any termination charges rendered by a third-party provider for such traffic.

3.4 Inter-Tandem Switching.

The Parties will only use inter-tandem switching for the transport and termination of intraLATA toll traffic originating on each other's network at and after such time as either CHARITON VALLEY TELECOM has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof. The Parties will only use inter-tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and Automated Message Accounting (AMA) record standards which shall support the recognition of multiple tandem switching events.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture.

CHARITON VALLEY TELECOM 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. Where the Parties mutually agree following a Bona Fide Request (BFR) to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Based on the configuration, the installation time line will vary considerably, however, SPECTRA will work with CHARITON VALLEY TELECOM in all circumstances to install IPs within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

- 4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to

support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.

- (a) A Mid-Span Fiber Meet within an existing 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 Expanded Interconnection Service (EIS) arrangement at a SPECTRA Wire Center subject to the rates, terms, and conditions contained in SPECTRA's applicable tariffs.
- (c) A special access and/or CLEC Dedicated Transport arrangement terminating at a SPECTRA Wire Center subject to the rates, terms, and conditions contained in SPECTRA's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual and physical EIS arrangements are governed by appropriate SPECTRA tariffs, except as provided in Article IX, Section 1.3.

4.1.3 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.

4.2 Compensation.

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

4.2.1 Mid-Span Fiber Meet: SPECTRA will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the IP and SPECTRA's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by SPECTRA. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. CHARITON VALLEY TELECOM will charge flat rated transport to SPECTRA for CHARITON VALLEY TELECOM facilities used by SPECTRA at tariffed rates or as mutually agreed. CHARITON VALLEY TELECOM will apply charges based on the lesser of; (i) the airline mileage from the IP to the CHARITON VALLEY TELECOM switch; or (ii) the airline mileage from the SPECTRA switch to the serving area boundary.

4.2.2 Collocation: SPECTRA will charge Virtual or Physical EIS rates from the applicable SPECTRA tariff. CHARITON VALLEY TELECOM will charge SPECTRA flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by SPECTRA. CHARITON VALLEY TELECOM will apply charges based on the lesser of (i) the airline mileage from the IP to the CHARITON VALLEY TELECOM switch; or (ii) two (2) times the airline mileage from the SPECTRA switch to the serving area boundary.

- 4.2.3 Special Access and/or CLEC Dedicated Transport: SPECTRA will charge special access and/or switched access rates from the applicable SPECTRA intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by SPECTRA. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements.

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

- 4.3.1. 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.
- 4.3.2. CHARITON VALLEY TELECOM shall make available to SPECTRA trunks over which SPECTRA shall terminate to end-users of CHARITON VALLEY TELECOM-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end-users of SPECTRA-provided Exchange Service.
- 4.3.3. CHARITON VALLEY TELECOM and SPECTRA shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. CHARITON VALLEY TELECOM and SPECTRA will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. SPECTRA requires separate trunk groups from CHARITON VALLEY TELECOM to originate and terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent CHARITON VALLEY TELECOM desires to have any IXCs originate or terminate switched access traffic to or from CHARITON VALLEY TELECOM, using jointly provided switched access facilities routed through a SPECTRA access tandem, it is the responsibility of CHARITON VALLEY TELECOM to arrange for such IXC to issue an ASR to SPECTRA to direct SPECTRA to route the traffic. If SPECTRA does not receive an ASR from the IXC, SPECTRA will initially route the switched access traffic between the IXC and CHARITON VALLEY TELECOM. If the IXC subsequently indicates that it does not want the traffic routed to or from CHARITON VALLEY TELECOM, SPECTRA will not route the traffic.
- 4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.

4.3.3.3 Neither party shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks.

4.3.4. End-Office Trunking. The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a CHARITON VALLEY TELECOM end office and a SPECTRA end office.

4.3.5. CHARITON VALLEY TELECOM and SPECTRA will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Traffic carried on local interconnection trunks. 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.

4.3.6. Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly engineered to the appropriate industry grade of service standard B.01 or B.005.

4.3.7. CHARITON VALLEY TELECOM and SPECTRA agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate industry grades of service standard B.01 or B.005. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

4.3.8. 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.

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

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

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

4.4 Trunk Forecasting.

4.4.1 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:

4.4.1.1 yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and the use of (i) CLCI□-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

4.5 Trunk Facility Under Utilization.

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 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 4.3.7. When a condition of excess capacity is identified, SPECTRA will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the customer for possible network efficiency adjustment.

4.6 Network Redesigns Initiated by SPECTRA.

SPECTRA will not charge CHARITON VALLEY TELECOM when SPECTRA initiates its own network redesigns/reconfigurations.

4.7 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.

4.7.1 SPECTRA Access Tandem Interconnection calling scope (originating and terminating) is to those SPECTRA end offices which subtend the SPECTRA access tandem to which the connection is made except as provided for in Section 3.3 of this Article V.

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

5. Indirect Network Interconnection.

Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem until such time as compensation arrangements have been established in accordance with this Article V, Sections 3.1 and 3.4.

6. Number Resources.

6.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact CHARITON VALLEY TELECOM's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by CHARITON VALLEY TELECOM shall be made directly to the NANP Number Plan Administrator. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator.

CHARITON VALLEY TELECOM shall not request number resources to be assigned to any SPECTRA switching entity.

6.1.1 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.

6.2 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, CHARITON VALLEY TELECOM shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and shall assign whole NPA-NXX codes to each Rate Center.

6.3 Routing Points.

CHARITON VALLEY TELECOM will also designate a Routing Point for each assigned NXX code. CHARITON VALLEY TELECOM may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively CHARITON VALLEY TELECOM may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by CHARITON VALLEY TELECOM within an existing SPECTRA exchange area and LATA.

6.4 Code Administration.

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

6.5 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.

7. Number Portability (NP).

7.1 Interim Number Portability (INP).

Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing end-user customers to change service-providing Party without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding (RCF) and/or direct inward dialing (DID). The requesting Party will provide "forward to" telephone number that is within the same Wire Center. The SPECTRA rates for INP service using RCF are set out in Appendix B attached to this Agreement and made a part hereof. CHARITON VALLEY TELECOM shall provide INP to SPECTRA at the rates specified for CHARITON VALLEY TELECOM in Appendix B.

If a Party wishes to use Direct Inward Dialing (DID) to provide INP to its end-users, dedicated trunk group is required between the SPECTRA end office where the DID numbers are served into the CLEC switch. If there are no existing facilities between SPECTRA and the CLEC, the dedicated facilities and transport trunks will be provisioned as switched access or unbundled service using the ASR provisioning process. The

requesting Party will reroute the DID numbers to the pre-positioned trunk group using a Local Service Request (LSR). CLEC may purchase DID trunk service from SPECTRA's tariff.

7.2 Local Number Portability (LNP).

- 7.2.1 The Parties agree that they shall develop and deploy number portability in accordance with the Act, such binding FCC and state mandates, and industry standards, as may be applicable.
- 7.2.2 The Parties agree that all INP accounts will be converted to LNP within a reasonable period of time after the conversion of a switch to commercially available LNP, and that a reasonable period of time is 90 days or as otherwise negotiated.
- 7.2.3 New requests for INP will not be allowed in a switch once LNP has been deployed in that switch.
- 7.2.4 The SPECTRA rates for LNP service using LNP are set out in Appendix B attached to this Agreement and made a part hereof. CHARITON VALLEY TELECOM shall provide LNP to SPECTRA at the rates specified for CHARITON VALLEY TELECOM in Appendix B.

8. Meet-Point Billing (MPB).

8.1 Meet-Point Arrangements.

- 8.1.1 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, except as modified herein and as described in Section 3.2.3 for Interim Portability.
- 8.1.2 Except in instances of capacity limitations, SPECTRA shall permit and enable CHARITON VALLEY TELECOM to sub-tend the SPECTRA access tandem(s) nearest to the CHARITON VALLEY TELECOM Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, CHARITON VALLEY TELECOM shall be allowed to subtend the next-nearest SPECTRA access tandem in which sufficient capacity is available.
- 8.1.3 Interconnection for the MPB arrangement shall occur at the IP.
- 8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the SPECTRA access tandem switch.
- 8.1.5 CHARITON VALLEY TELECOM 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.
- 8.1.6 As detailed in the MECAB document, CHARITON VALLEY TELECOM 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 CHARITON VALLEY TELECOM 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.

- 8.1.7 CHARITON VALLEY TELECOM 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.

8.2 Compensation.

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

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

9. Common Channel Signaling.

9.1 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.

9.2 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. SPECTRA will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

9.3 Privacy Indicators.

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

9.4 Connection Through Signal Transfer Point (STP).

CHARITON VALLEY TELECOM must interconnect with the SPECTRA STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Such interconnection shall be negotiated and contracted with SPECTRA Service Group, LLC.

9.5 Third Party Signaling Providers.

CHARITON VALLEY TELECOM may choose a third-party SS7 signaling provider to transport messages to and from the SPECTRA SS7 network. In that event, that third party provider must present a letter of agency to SPECTRA, prior to the testing of the interconnection, authorizing the third party to act on behalf of CHARITON VALLEY TELECOM in transporting SS7 messages to and from SPECTRA.

9.6 Multi-Frequency Signaling.

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

10. 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 basic protective controls such as "Cancel To" and "Call Gap."

ARTICLE VI
RESALE OF SERVICES

1. General.

The purpose of this Article VI is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from SPECTRA and resold by CHARITON VALLEY TELECOM and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the SPECTRA Guide. SPECTRA will make available to CHARITON VALLEY TELECOM 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 2.1 below.

2. Terms and Conditions.

2.1 Restrictions on Resale.

The following restrictions shall apply to the resale of retail services by CHARITON VALLEY TELECOM.

- 2.1.1 CHARITON VALLEY TELECOM shall not resell to one class of customers a service that is offered by 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 CHARITON VALLEY TELECOM shall not resell lifeline services and services for the disabled.
- 2.1.3 CHARITON VALLEY TELECOM shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to CHARITON VALLEY TELECOM 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.

The discount specified in Section 5.3 herein shall apply to all retail services except for the following:

- 2.2.2 CHARITON VALLEY TELECOM may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. CHARITON VALLEY TELECOM shall not aggregate end-user lines and/or traffic in order to qualify for volume discount. CHARITON VALLEY TELECOM may resell ICB/Contract services without a discount and only to end-user customers that already have such services.
- 2.2.3 CHARITON VALLEY TELECOM may resell COCOT coin or coinless line; however, no discount applies.
- 2.2.4 CHARITON VALLEY TELECOM may resell special access; however, no discount applies.

2.3 Resale to Other Carriers.

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

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

CHARITON VALLEY TELECOM will order services for resale directly from SPECTRA through United States Mail, facsimile or electronic mail. Ordering processes are subject to availability and applicable standard practices and procedures. The following describes generally the processes SPECTRA will use for ordering, provisioning and billing for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the SPECTRA 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 Guide) must be provided by CHARITON VALLEY TELECOM before a request can be processed.

3.2.1 SPECTRA will accept orders for As-Is Transfer (AIT) of services from SPECTRA to CHARITON VALLEY TELECOM where SPECTRA is the end-user's current local exchange company. SPECTRA cannot provide an AIT of service from another CLEC selling SPECTRA's services to CHARITON VALLEY TELECOM.

3.2 Certificate of Operating Authority.

When ordering, CHARITON VALLEY TELECOM must represent and warrant to SPECTRA that it is a certified provider of local dial-tone service. CHARITON VALLEY TELECOM will provide a copy of its Certificate of Operating Authority or other evidence of its status to SPECTRA upon request.

3.3 Nonrecurring Charges.

3.4 CHARITON VALLEY TELECOM shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as listed in Appendix C. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits will be charged from the appropriate tariff. No discount applies to nonrecurring charges. Transfers Between CHARITON VALLEY TELECOM and Another Reseller of SPECTRA Services.

When CHARITON VALLEY TELECOM has obtained an end-user customer from another reseller of SPECTRA services, CHARITON VALLEY TELECOM 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.

3.5 Local Calling Detail.

Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to CHARITON VALLEY TELECOM does not

include local calling detail. However, CHARITON VALLEY TELECOM may request and 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.

3.6 Originating Line Number Screening (OLNS).

Upon request, 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 CHARITON VALLEY TELECOM and its end-user customers for resold services in accordance with the same standards and charges used for such services provided to SPECTRA end-user customers. SPECTRA will not initiate a maintenance call or take action in response to a trouble report from a CHARITON VALLEY TELECOM end-user until such time as trouble is reported to SPECTRA by CHARITON VALLEY TELECOM. CHARITON VALLEY TELECOM 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 Guide.

5. Services Available for Resale.

5.1 Description of Local Exchange Services Available for Resale.

Resold basic Exchange Service includes, but is not limited to, the following elements:

- (a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone.
- (b) Local Calling - at local usage measured rates if applicable to the end-user customer.
- (c) Access to long distance carriers
- (d) E-911 Emergency Dialing
- (e) Access to Service Access Codes - e.g., 800, 888, 900
- (f) End-user Private Line Services
- (g) Listing of telephone number in appropriate "white pages" directory; and
- (h) 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 the avoided cost discount as defined in Article VI, Section 5.3. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to CHARITON VALLEY TELECOM are those telecommunication services described in SPECTRA's retail tariffs,

as amended from time to time. Any new retail services that SPECTRA offers in such tariffs to customers who are not telecommunications carriers may also be available to CHARITON VALLEY TELECOM for resale under the same terms and conditions contained in this Agreement.

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

5.3 Rates.

The prices charged to CHARITON VALLEY TELECOM for Local Services shall be calculated as follows:

5.3.1 Avoided Cost Discount as shown in Appendix C shall apply to all retail services except those services listed in Section 2.1 and Section 2.1.32 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.

5.5 Access.

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

ARTICLE VII
UNBUNDLED NETWORK ELEMENTS

1. General.

The purpose of this Article VII is to define the UNEs that may be leased by CHARITON VALLEY TELECOM from SPECTRA. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed by the SPECTRA Guide.

2. Unbundled Network Elements.

2.1 Categories.

There are several separate categories of network components that shall be provided as UNEs by SPECTRA:

- (a) Network Interface Device (NID)
- (b) Loop Elements
- (c) Port and Local Switching Elements
- (d) Transport Elements
- (e) SS7 Transport and Signaling

2.2 Prices.

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

2.2.1 Compensation For Exchange Of Traffic Using Unbundled Network Elements.
Compensation arrangements between CHARITON VALLEY TELECOM and SPECTRA for exchanging traffic when CHARITON VALLEY TELECOM uses SPECTRA provided Unbundled Network Elements; i.e., port and local switching, transport, shall be as provided in Appendix F.

2.3 Connection to Unbundled Elements.

CHARITON VALLEY TELECOM may connect to the UNEs listed in Article VII, Section 2.1 that CHARITON VALLEY TELECOM chooses. The UNEs must be Currently Available and connection to them must be technically viable. CHARITON VALLEY TELECOM may combine these UNEs with any facilities that CHARITON VALLEY TELECOM may itself provide subject to the following:

2.3.1 Connection of CHARITON VALLEY TELECOM facilities to unbundled elements shall be achieved via physical collocation arrangements CHARITON VALLEY TELECOM shall maintain at the Wire Center at which the unbundled services are resident.

- (a) In circumstances where physical collocation arrangements cannot be accommodated at wire centers where the unbundled services are resident, alternative arrangements shall be negotiated between SPECTRA and CHARITON VALLEY TELECOM. All incremental costs