

MISSOURI PSC CASE # _____
MASTER LIST OF ISSUES BETWEEN KMC AND CENTURYTEL

Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
1.	Scope and Intent of Agreement	Article I Scope and Intent of Agreement	<p>Pursuant to this Agreement, and to the extent required by the Act and other applicable provisions of federal and state law, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights of way. This Agreement also governs, as allowed under the Act, the purchase by **CLEC of certain telecommunications services provided by CenturyTel in its franchise areas for resale by **CLEC, the purchase by **CLEC of certain Unbundled Network Elements from CenturyTel, and the terms and conditions of the collocation of certain equipment of **CLEC in the premises of CenturyTel. This Agreement will be submitted to the Public Service Commission of Missouri (the "Commission") for approval pursuant to the Act.</p> <p>Some services and facilities to be provided to **CLEC by CenturyTel in satisfaction of this Agreement may be provided pursuant to CenturyTel tariffs. Should such services and facilities be modified by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, either Party may, upon thirty (30) days written notice, request an amendment to reflect such modification. The modification will be deemed effective as of the effective date of the related amendment.</p> <p>If a service and rate are specifically set forth in the terms of this Agreement, and there exists a conflict between that service and rate set forth in this Agreement, and a service and rate set forth in a CenturyTel tariff, the terms of this Agreement shall prevail.</p>	<p>Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of Local Traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights of way. This Agreement also governs the purchase by **CLEC of certain telecommunications services provided by CenturyTel in its franchise areas in the State for resale by **CLEC, and the purchase by **CLEC of certain Unbundled Network Elements from CenturyTel. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyTel's cost recovery covered in this Agreement. **CLEC agrees to negotiate reciprocal terms and conditions with CenturyTel based on this Agreement.</p> <p>The services and facilities to be provided to **CLEC by CenturyTel in satisfaction of this Agreement may be provided pursuant to CenturyTel tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, Federal court review or other judicial</p>

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				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.
2.	General Definitions: Applicable Law	Article II 1.5	All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders permits, and approvals of any Governmental Authority, including, without limitation, the Missouri Public Service Commission and FCC, that apply or relate to the subject matter of this Agreement.	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.
3.	General Definitions: As-Is Transfer (AIT)	Article II 1.6	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 feature on the Local Service Request (LSR).	The transfer of all telecommunications services and features available for resale, that are currently being provided for a specific account, without the requirements or a specific enumeration of the services and feature on the Local Service Request (LSR) with all such services being provided “as-is.”
4.	General Definitions: Bill-and-Keep Arrangement	Article II 1.11	A compensation arrangement whereby the Parties do not render bills to each other for the termination of Traffic specified in this Agreement and whereby the Parties terminate exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange. Neither of the Parties charges the other for terminating traffic that originates on the other network. Instead, each Party recovers from its own end users the cost of both the originating traffic that it delivers to the other Party and terminating traffic that it receives for the other Party.	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.
5.	General Definitions: Business Day	Article II 1.13	Monday through Friday, except holidays observed by the federal government.	Monday through Friday, except for holidays on which the non-priority U.S. mail is not delivered.
6.	General Definitions: CenturyTel Guide	Article II 1.14	CDMS Moved to 1.16 and replaced with 1.17 CenturyTel Guide: The CenturyTel Guide, which contains CenturyTel’s operating procedures for ordering, provisioning, trouble reporting and repair for resold services and	Moved existing 1.14 to new 1.16 and replaced with 1.17 The CenturyTel Service Guide, which contains CenturyTel’s operating procedures for ordering, provisioning, trouble reporting and repair for resold

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			unbundled elements. Except as specifically provide otherwise in this Agreement, service ordering, provisioning, billing, and maintenance shall be governed by the CenturyTel Guide, Appendix I.	services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide, which may be amended from time to time by CenturyTel as needed.
7.	General Definitions: Central Office Switch	Article II 1.15	Central Office (CO) Deleted 1.15 and replaced with 1.16: Central Office Switch: A switch used to provide telecommunications services including (1) <u>End Office Switches</u> which are Class 65 switches from which end-user Exchange Services are directly connected and offered, and (2) <u>Tandem Office Switches</u> which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switch may be employed as combination and end office/tandem office switches (combination Class 5/Class 4).	Moved 1.16-Central Office Switch to 1.15; Central Office (CO): A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other, for Local and non local Traffic
8.	General Definitions: Centralized Message Distribution System (CDMS)	Article II 1.16	1.16 is replaced with 1.14: 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.	CMDS: The billing record and clearing house transport system that the Regional bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collectibles and in collectibles as well as Carrier Access Billing System (CABS) records.
9.	General Definitions: CenturyTel Service Guide	Article II 1.17	Repalced with CLLI Codes Common Lanugage Location identifier Codes	Moved CenturyTel Guide to 1.14
10.	General Definition: Certificate of Operating Authority	Article II 1.18	Deleted 1.18	
11.	General Definitions: CLASS	Article II 1.19	Deleted 1.19	
12.	General	Article II 1.21	Deleted 1.21	

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	Definitions: Collocation			
13.	General Definition: Copper Loop	Article II 1.27	Deleted 1.27	
14.	General Definition: CTOC or CenturyTel	Article II 1.28	Deleted 1.28	
15.	General Definition: Customer Service Record Search	Article II 1.31 (new 1.25)	1.31 is renumbered 1.25 Customer Service Record Search: ...Applied on a per requested loop and/or port basis.	Applied on a per requested loop basis.
16.	General Definition: Dark Fiber	Article II 1.32	Deleted 1.32	
17.	General Definition: Dedicated Transport	Article II 1.33 (new 1.26)	1.33 is renumbered as 1.26 Dedicated Transport: An unbundled Network Element that is purchased for the purpose of transporting Telecommunication Services between designated Service Wire Centers (SWC) . Dedicated Transport may extend between two CenturyTel SWCs (Interoffice Dedicated Transport or IDT) or may extend from the CenturyTel SWC to the **CLEC premise (**CLEC dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries.	Dedicated Transport: An unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Central Offices . Dedicated Transport may only extend between two Central Offices .
18.	General Definitions: Enhanced Service Provider (ESP)	Article II 1.38 (new 1.31)	Enhanced Service Provider (ESP): An enhanced Service Provider is a customer, in accordance with the applicable regulatory requirements, claiming the status of an ESP and providing an enhanced service under Section 64.702 of the FCC's Rules and Regulations.	Did not include Enhanced Service Provider
19.	General Definitions: Expanded Interconnection	Article II 1.35	1.35. 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,	Did not include Expanded Interconnection Service (EIS)

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	Service (EIS)		at CenturyTel's wire centers and access tandems and interconnect those facilities with the facilities of CenturyTel. Microwave is available on a case-by-case basis were feasible	
20.	General Definitions: Hazardous Chemical	Article II 1.44 (new 1.39)	1.44 is renumbered as 1.39 Hazardous Chemical: As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical in which is a health .hazard or physical hazard.	Hazardous Chemical: As defined in the U.S. Occupational Safety and Health Act (OSHA) hazard contamination standard (29 CFR 1910.1200), any chemical in which is a health .hazard or physical hazard
21.	General Definitions: HDSL Electronics	Article II 1.46	1.46 is deleted	
22.	General Definitions: Home Run Loop	Article II 1.47	1.47 is deleted	
23.	General Definitions: Hybrid Loop	Article II 1.48	1.48 is deleted	
24.	General Definition: Indirect Network Connection	Article II 1.51	Deleted 1.51	
25.	General Definition: Information Access Traffic	Article II 1.52	Deleted 1.52	
26.	General Definition: Information Servers Provider or "ISP"	Article II 1.53	Deleted 1.53	
27.	General Definition: Initial Service Order	Article II 1.54 (new 1.43)	A charge applied to each Local Service Request (LSR) of Unbundled Loops and/or Ports with the exception of Subsequent Service Order changes to existing **CLEC accounts.	A charge applied to each (LSR) of Unbundled Loops with the exception of Subsequent Service Order changes to existing CLEC accounts.

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28.	General Definition: Inside Wire UNE	Article II 1.55	Deleted 1.55	
29.	General Definition: Interexchange Carrier (IXC)	Article II 1.58 (new 1.46)	A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs or is authorized by the State or provide inter- and/or intraLATA long distance communications services within the State.	A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and is authorized by the State or provide inter- and/or intraLATA long distance communications services within the State.
30.	General Definition: Interim Number Portability (INP)	Article II 1.47	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.	Language omitted.
31.	General Definition: Information Service Provider (ISP)	Article II 1.48	“Information Service Provider” (“ISP”) means a provider of Information Service, as defined in 47 U.S.C. § 153(20). Information Service Provider includes, but is not limited to, Internet Service Providers.	Language omitted.
32.	General Definition: ISP-Bound Traffic	Article II 1.48(a) (new 1.49)	Traffic originated by a customer of one Party to this Agreement that is delivered to the other Party for termination to an ISP.	Language omitted.
33.	General Definition: Local Calling Area	Article II 1.63	Deleted 1.63	
34.	General Definition: Local Provider	Article II 1.67	Deleted 1.67	
35.	General Definition: Local Traffic	Article II 1.69 (new 1.58)	Traffic that is originated by an end user of one Party and terminates to the end user of the other Party within CenturyTel’s then current local serving area, including mandatory local calling arrangements. A mandatory local calling area arrangement is an arrangement that provided	Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyTel Local Calling Area, or mandatory. Extended Area Service (EAS) area, as defined in CenturyTel’s local exchange tariffs. Local Traffic does not include

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			is ordered by the commission and that provides end users a local calling area. Extended Area Service (EAS) or Extended Community Calling (ECC) , beyond their basic exchange serving area.	optional local calling (I.E., optional rate packages that permit the end user to choose a Local Calling Area beyond the basic exchange service area for an additional fee), referred to hereafter as “optional EAS”. Local Traffic includes Information Access Traffic to the extent that the end user and the ISP are physically located in the same CenturyTel Local Calling Area.
36.	General Definition: Network Interface Device (NID)	Article II 1.76 (new 1.65)	The point of demarcation between the end user’s inside wiring and CenturyTel’s facilities.	The NID is a cross connect device used to connect loop facilities to Consumer-owned inside wiring CenturyTel-owned Inside Wire UNE.
37.	General Definition: Numbering Plan Area (PA)	Article II 1.79 (new 1.68)	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, “ <u>Geographic NPAs</u> ” and “ <u>Non-Geographic NPAs</u> ”. 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 “ <u>Service Access Code</u> ” or “ <u>SAC Code</u> ” is typically associated with a specialized telecommunications service, which may be provided across a multiple geographic NPA areas. 500 , 800, 900, 700 and 888 are examples of Non-Geographic NPAs.	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, “ <u>Geographic NPAs</u> ” and “ <u>Non-Geographic NPAs</u> ”. 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 “ <u>Service Access Code</u> ” or “ <u>SAC Code</u> ” is typically associated with a specialized telecommunications service that may be provided across a multiple geographic NPA areas. 800, 900, 700 and 888 are examples of Non-Geographic NPAs.
38.	General Definition: Owner or Operator	Article II 1.81 (new 1.70)	As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions related to a building or facility. As used in the Resource Conversation 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).	As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions related to a building or facility. As used in the Resource Conversation and Recovery Act (RCRA), Operator means the person responsible for the overall (or part of the) operations of a facility.

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39.	General Definition: OZZ Code	Article II 1.70 (new 1.71)	Codes that are used to route certain types of traffic to specific trunk groups such as, specific interconnection trunk groups, TOPS Trunk Groups, etc.	Language omitted.
40.	General Definition: Physical Collocation	Article II 1.72 (new 1.73)	Collocation where equipment or facilities owned by **CLEC is located on a premise, remote facility or enclosure owned by CenturyTel.	Language omitted.
41.	General Definition: Pole Attachment	Article II 1.83 (new 1.74)	Refers to the definition set forth in Article XI.	Language omitted.
42.	General Definition: Provider	Article II 1.84 (new 1.75)	CenturyTel or **CLEC depending on the context and which Party is providing the service to the other Party.	The Party providing service to the other. CenturyTel or **CLEC depending on the context and which Party is providing the service to the other Party.
43.	General Definition: Qualifying Service	Article II 1.86	Deleted 1.86	
44.	General Definition: Reverse Collocation	Article II 1.88	Deleted 1.88	
45.	General Definition: Service Switching Point or Signal Switching Point (SSP)	Article II 1.91 (new 1.80)	General Definition: Service Switching Point (SSP)	General Definition: Service Switching Point or Signal Switching Point (SSP)
46.	General Definition: Shared Transport	Article II 1.81	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	

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			(CenturyTel end user or **CLEC end user when **CLEC has purchased unbundled local switching), and are referred to as “shared transport facilities”.	
47.	General Definition: Stand Alone Fiber Loop	Article II 1.94	Deleted 1.94	
48.	General Definition: State	Article II 1.95	Deleted 1.95	
49.	General Definition: Subsequent Service Order	Article II 1.97 (new 1.85)	Applied to LSRs requesting a service change to an existing unbundled account (no **CLEC transfer). For disconnect-only LSRs, no Non-Recurring Charge (NRC) will be applied.	Applied to LSRs requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSRs, no NRC will be applied.
50.	General Definition: Switched Access Service	Article II 1.99 (new 1.87)	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, 500, 700, 800, 888 and 900 access services. Pursuant to applicable law, Switched Access Service traffic excludes ISP-Bound Traffic for purposes of intercarrier compensation.	The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service Customers in a given area pursuant to a switched access tariff. Switched Access Services include, but not limited to: : Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.
51.	General Definition: Tandem or Tandem Switch	Article II 1.100	Deleted 1.100	
52.	General Definition: TDM Technology	Article II 1.101	Deleted 1.101	
53.	General Definition: Telcordia Technologies	Article II 1.102 (new 1.88)	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, SBC , and also provides generic requirements for the telecommunications industry for products, services and	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

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			technologies.	the telecommunications industry for products, services and technologies.
54.	General Definition: Transit Traffic	Article II 1.105	Moved to 1.92	
55.	General Definition: Transfer of Service Charge	Article II 1.90	A charge applied to LSRs which involve account changes (e.g., **CLEC to **CLEC transfers, CPE billing changes on Unbundled Ports).	Language omitted.
56.	General Definition: Transit Traffic	Article II 1.92	Refers to traffic originated on **CLEC's or CenturyTel's network that is switched and/or transported by the other Party and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by **CLEC or CenturyTel and delivered to the other Party's network.	Traffic originating on **CLEC's network that is switched and/or transported by CenturyTel and delivered to a third party's network.
57.	General Definition: Undefined Terms	Article II 1.108 (new 1.95)	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.	Unidentified terms may appear in this Agreement. Parties acknowledge and agree that any such terms shall be construed in accordance with CenturyTel's tariffs, or, if not defined therein, under customary usage in the telecommunications industry as of the effective date of this Agreement.
58.	General Definition: Vertical Features (including CLASS Features)	Article II 1.109	Deleted 1.109	
59.	General Definition: Vertical NXX Traffic (VNXX Traffic)	Article II 1.110	Deleted 1.110	
60.	General Definition: Virtual Collocation	Article II 1.96 (new 1.97)	Collocation where equipment or facilities of **CLEC is located on a premise, remote facility, enclosure or Right of Way owned by CenturyTel and ownership of **CLEC equipment or facilities is transferred to CenturyTel at the	Language omitted.

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			time of the collocation and is subject to the terms of the virtual collocation agreement. Virtual Collocation is provided on an Individual Case Basis (ICB).	
61.	General Definition: Wire Center	Article II 1.111	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.	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.
62.				
63.	Term and Termination: Term	Article III 2.1	Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be three (3) years form the Effective Date , and shall continue in full force and effect for consecutive six (6) month terms unless one Party provides the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date").	Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be for a period of two (2) years form the effective date of this Agreement as defined in Section 35. This Agreement shall not continue past the then current term unless CenturyTel gives **CLEC written notice of an offered extension period, which extension shall be effective at the end of the then-current term ("Termination Date"). CLEC must agree in writing to an offered extension period in order for the extension to become effective. Absent any written notice of extension from CenturyTel, to ensure a continuing relationship, ** CLEC shall request negotiation for a new agreement no later than 180 days prior to Termination Date. **CLEC may at any time request that CenturyTel extend this Agreement past the Termination Date but CenturyTel reserves the right to deny such a request and require negotiation of a new agreement pursuant to Sec 251 (c) (1) of Title 47 of the U.S. Code
64.	Term and Termination: Post-Termination Arrangements	Article III 2.2	Except in the case of termination as a result of a Party's Default under Section 2.3 below, or termination upon sale, pursuant to Section 2.4, services and elements purchased under this Agreement and existing at the time of termination, may continue:	Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.5, for service arrangements made available under this Agreement and existing at the time of termination,

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				service arrangements may continue:
65.	Term and Termination: Post-Termination Arrangements	Article III 2.2.1	As if under this Agreement, if either Party has requested negotiation of a new arrangement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one year following the Termination Date, whichever is earlier.	As if under this Agreement, if either Party has requested Negotiations for a new arrangement 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.
66.	Term and Termination: Post-Termination Arrangements	Article III 2.2.2	If this Agreement is not continued pursuant to subsection (a) or following the expiration of the one year period, the Parties shall continue operating, without interruption, pursuant to (i) any new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; and/or (iv) rates, terms and conditions available under the Act, including, without limitation, section 252(i). If none of the above are available, the Parties shall continue under this Agreement until a new agreement becomes effective.	If this Agreement is not continued pursuant to subsection (a) preceding under a new agreement voluntarily executed by the Parties; then service arrangements between the Parties, if any, shall be governed by standard terms and conditions approved and made generally effective by the Commission, if any; tariff terms and conditions made generally available to all Local Providers; and any rights under Section 252(i) of the Act, whichever provisions are applicable.
67.	Termination Upon Default	Article III 2.3	Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; <i>provided however</i> , that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof	
68.	Termination Upon Default	Article III 2.3(b)	A Party's refusal or failure in any material respect properly perform its obligation under this Agreement, or the violation of any of the material terms or conditions of this Agreement.	A Parties Certificate of Operating Authority has been revoked by the Commission, or (c) A Party's refusal or failure in any material respect properly perform its obligation under this Agreement, including nonpayment of Undisputed Charges, as defined in Section 4 of Article IV, within twenty (20) Business Days after the bill date or the violation of any of the material terms or conditions of this Agreement.
69.	Termination Upon Ordering	Article III 2.4	Deleted provision	Notwithstanding anything to the contrary contained herein, CenturyTel may terminate this Agreement in

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	and Implementation Inactivity			the event **CLEC has not (a) placed any initial orders for any of the service to be proved pursuant to this Agreement and (b) implemented any of said services to **CLEC's customers within one (1) year from the effective date of this Agreement.
70.	Termination Upon Sale	Article III 2.5 (renumbered 2.4)	CLEC may terminate this Agreement as to a specific operating area or portion thereof if CenturyTel sells or otherwise transfers the area or a given portion thereof. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days prior written notice of such sale or transfer . Notwithstanding termination or assignment of this Agreement as to the a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.	Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to non-affiliate . The selling or transferring Party shall provide the other Party with at least sixty (60) Business Days prior written notice of such termination, which shall be effective on the date specified in the notice . Notwithstanding termination of this Agreement as to the a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.
71.	Assignment	Article III 4	Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party (which shall not be unreasonably withheld) shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.	Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder.
72.	Authority	Article III 5	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 **CLEC	Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her

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			has not relied on CenturyTel counsel pursuant to this Agreement	or its choosing and **CLEC has not relied on CenturyTel counsel or on representations by CenturyTel personnel not specifically contained in this Agreement, in entering into this Agreement
73.	Responsibility for Payment	Article III 6	INTENTIONALLY LEFT BLANK	CenturyTel may charge **CLEC and **CLEC will pay CenturyTel a deposit before CenturyTel is required to perform under this Agreement, if CenturyTel so deems a deposit appropriate after examination of **CLEC's payment and/or credit history. Such deposit will be calculated based on CenturyTel's estimated two-month charges to **CLEC using **CLEC's forecast of resale lines and unbundled loops. Deposits may be modified from time to time based on actual billing history and the credit rating of **CLEC. Interest will be paid on the deposit in accordance with state requirements for end user deposits.
74.	LEC Profile	Article III 7	Either Party may request information to update the LEC Profile.	Before orders can be taken under this Agreement, the CLEC Profile in the form provided by CenturyTel must be completed by * CLEC and returned to CenturyTel; and, if required by CenturyTel, an advanced deposit paid. Among other things, **CLEC will provide CenturyTel with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide. **CLEC agrees to warrant to CenturyTel that it is a certified provider of telecommunications service in the State. **CLEC will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as necessary to reflect its current certification.
75.	Back Billing	Article III 10.1	Neither Party will bill the other Party for previously unbilled charges allegedly incurred more than six (6) months prior to the bill date. Each party will provide prompt notice of any intent to bill for charges incurred more than 60 days ago as soon as it becomes aware of the billing omission.	The Parties will bill each other in a timely manner. Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year or the applicable Federal or State statute of limitations, whichever is

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				longer.
76.	Dispute	Article III 10.2	Disputing Party shall endeavor to notify Billing Party in writing regarding the nature and basis of the dispute within six (6) months of the statement date . The Parties shall diligently work toward resolution of all billing issues.	If a Party disputes a bill issued by Provider, the billed Party shall notify the billing Party, in writing, regarding the nature and the basis of the dispute within 20 Business Days of the bill date or the dispute shall be waived, subject to any State regulatory requirements. The Parties shall diligently work toward resolution of all billing issues. Notwithstanding the foregoing, if Provider notifies Party of unpaid charges under Section 4 of Article IV, the dispute provisions thereof shall prevail.
77.	Late Payment Charge	Article III 10.3	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 Party agrees to pay, at Provider's option, a charge on the past due balance at an interest rate of 1/2 % , or the maximum amount allowed by law .	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 Party agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount of 1½% per month , or the maximum nonusurious rate of interest under applicable law. Such late payment charges shall be included on the Provider's next statement.
78.	Due Date	Article III 10.4	Payment is due forty-five (45) calendar days from the bill date.	Payment is due twenty (20) Business Days from the bill date.
79.	Audits	Article III 10.5	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.	Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed under the following conditions: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations;

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				and (vi) in compliance with the audited Party's security rules.
80.	Percent Local Use	Article III 10.5.2	Deleted Provision	<p>Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local Traffic minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding intermediary traffic. PLU requests shall be made no more frequently than every twelve (12) months. Requirements associated with PLU calculation and reporting shall be as set forth in CTOC's current PLU policy, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate Local Traffic usage compensation to be paid.</p>
81.	Percentage Interstate Usage	Article III 10.5.3	Deleted provision	<p>In the case where **CLEC desires to terminate its Local Traffic over or co-mingled on its switched access Feature Group D trunks, **CLEC will be required to provide a projected Percentage Interstate Usage ("PIU") to CTOC. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in CTOC's Intrastate Access Services Tariff will apply to **CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the</p>

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				terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate local usage compensation to be paid.
82.	Traffic Audits	Article III 10.5.4	Deleted provision	On twenty (20) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CTOC and **CLEC shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.
83.	Federal Universal Service Charge	Article III 10.6	Deleted provision	The Federal Universal Service Charge (FUSC) is an end-user charge that allows local exchange carriers to recover the costs of their universal service contributions from their customers.
84.	Universal Service Fund	Article III 10.7	Deleted provision	In order to collect the costs of CenturyTel's contribution to the Federal Universal Service Fund

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				<p>(FUSF) in an equitable manner, CenturyTel’s end-user customers are being charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying this Federal Universal Service Charge to CenturyTel are those reseller customers who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the FCC’s universal service rules. The FCC obligates underlying carriers to obtain a signed statement from a reseller customer that it is reselling the services provided by the underlying carrier in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If the reseller customer does not provide this statement, or certifies that it is exempt from remitting the FUSC, CenturyTel must report the revenues obtained from provision of service to the reseller customer as end user revenues, for FUSF contribution purposes, and is permitted to assess a FUSC on such customer. Appended to this Agreement as APPENDIX D is the form for **CLEC’S CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS. **CLEC is obligated to complete this form at the time it orders service from CenturyTel. In addition, **CLEC agrees to provide CenturyTel with an updated annual certification, no later than February 1 of each calendar year, so that CenturyTel may ensure that it continues to accurately report its revenues for FUSF contribution purposes. It is expressly understood and agreed that the **CLEC provision to CenturyTel of evidence of its making adequate payments into the Universal Service Fund and **CLEC representations to CenturyTel in connection therewith are subject to the</p>

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				indemnification provisions of Section 28.1, which, for purposes of this Section, are to be enjoyed by CenturyTel.
85.	Capacity Planning and Forecasting	Article III 12	Within thirty (30) days from the date that this Agreement is signed by both Parties, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, UNEs, Interim Number Portability (INP), Interconnection Services, Collocation, Poles, Conduits and Rights-of-Way (ROW) . Such responsibilities shall include but are not to the following:	Within twenty (20) Business Days from the effective date of this Agreement, or as soon after the effective date as practicable , the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, UNEs, number portability and interconnection services . CenturyTel may delay processing **CLEC 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:
86.	Capacity Planning and Forecasting	Article III 12.1	The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that would impact either Party's provision of services.	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.
87.	Capacity Planning and Forecasting	Article III 12.4	**CLEC shall notify CenturyTel promptly of changes greater than twenty percent (20%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.	**CLEC shall notify CenturyTel promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. **CLEC orders that exceed the capacity of the **CLEC's forecast shall only be filled by CenturyTel to the extent the requested capacity is Currently Available.
88.	Capacity Planning and Forecasting	Article III 12.5	All forecasting information will be confidential and will be used for CenturyTel's network management or carrier service management only.	CenturyTel reserves the right to condition the fulfillment of additional service orders on satisfactory **CLEC fill rates in previously ordered capacity, or on **CLEC payment for all of the additional capacity absent satisfactory fill rates.
89.	Capacity Planning and Forecasting	Article III 12.6	Deleted provision	CenturyTel reserves the right to assess **CLEC a stranded plant or discontinued service order charge for capacity forecast by **CLEC but then not used by **CLEC, to the extent that CenturyTel built the plant based on **CLEC's order.
90.	Confidential	Article III 14.1	Notwithstanding the foregoing, payment history, pre-orders	Notwithstanding the foregoing, preorders and all orders

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	Information: Identification	(paragraph 2)	and all orders for services or UNEs placed by **CLEC pursuant to this Agreement, and information that would constitute customer proprietary network information of **CLEC end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to **CLEC end- users, whether disclosed by **CLEC to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement is considered proprietary information.	for services or UNEs placed by **CLEC pursuant to this Agreement, and information that would constitute customer proprietary network information of **CLEC end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to **CLEC end- users, whether disclosed by **CLEC to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement shall be deemed Confidential Information without having to be defined as such. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.
91.	Confidential Information: Exceptions	Article III 14.3	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 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.	These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the owning party , was received in good faith from a third party not subject to a confidential obligation to the owning party , now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the owning party , confidential information that recipient obtained more than three (3) years ago , or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the owning party and shall reasonably cooperate if the owning party deems it necessary to seek protective arrangements.
92.	Consent	Article III 15	Where consent, approval, or mutual agreement is required of a Party, it shall not be conditional, or unreasonably delayed or withheld.	Where consent notice , approval, mutual agreement, or similar action is permitted or required of a Party by any provision of this Agreement , it shall not be conditional, unreasonably withheld, or delayed.

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93.	Cooperation on Preventing End User Fraud	Article III 16	The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.	**CLEC assumes responsibility for all fraud associated with its end-user customers and accounts. CenturyTel shall bear no responsibility for, nor is it required to investigate or make adjustments to **CLEC's account in cases of fraud.
94.	Reimbursement of Expenses	Article III 17	THIS SECTION INTENTIONALLY LEFT BLANK	In performing under this Agreement CenturyTel may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event CenturyTel is entitled to reimbursement from **CLEC for all such costs. For all such costs and expenses CenturyTel shall receive through nonrecurring charges (“NRCs”) the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel’s common costs.
95.	Negotiations	Article III 18.2	Upon written notice from either Party initiating the dispute resolution process , each Party will appoint a knowledgeable, responsible and empowered representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives, except that the Parties’ representatives will hold an initial discussion within seven (7) days of the written request initiating the dispute resolution process. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the subsequent arbitration or proceeding without the concurrence of all Parties. Documents identified	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,

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			in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable or admissible , be discovered and/or admitted into evidence in the proceeding, arbitration or litigation.	are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
96.	Arbitration	Article III 18.3	Deleted provision	
97.	Litigation	Article III 18.3 (new)	If the negotiations do not resolve the dispute within thirty (30) Business Days of the initial written request, either Party may submit the matter to the Commission, FCC, or court of competent jurisdiction, or the Parties may jointly agree to submit the issue to arbitration.	<p>If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration. At the election of either Party, arbitration shall be before the Commission. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable.</p> <p>(a) A Party may demand arbitration in accordance with the procedures set out in the AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The</p>

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				<p>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</p> <p>(Judgment upon the award rendered by the arbitrator, whether it be the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction.</p>
98.	Expedited Resolution Procedures	Article III 18.4	<p><u>Expedited Resolution Procedures</u></p> <p>If the issue to be resolved through the negotiations directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute may be brought to the Commission, FCC, court or (if agreed-upon) arbitration shall be five (5) Business Days.</p>	<p><u>Expedited Arbitration Procedures</u></p> <p>If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).</p>
99.	Costs	Article III 18.5	<p>Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees for any arbitration jointly agreed-upon.</p>	<p>Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.</p>
100.	Continuing	Article III 18.6	<p>The Parties shall continue providing services to each other</p>	<p>The Parties shall continue providing services to each</p>

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	Service		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) in accordance with this Agreement.	other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement. However, during the pendency of any dispute resolution procedures CTOC reserves the right not to accept new **CLEC service orders.
101.	Force Majeure	Article III 21	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 likelikes 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.	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 likelikes acts of God, wars, terrorism , revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. It is expressly agreed that financial difficulties of a Party are not subject to this Section.
102.	Good Faith Performance	Article III 22	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,	In the performance of their obligations under this Agreement, the Parties shall act in good faith

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			such action shall not be conditional, unreasonably withheld or delayed.	
103.	Governing Law	Article III 23	This Agreement, and the Parties' performance hereunder , shall be governed by and construed in accordance with the Act, and applicable federal and Missouri law.	This Agreement shall be governed by and construed in accordance with the Act, applicable Federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided and shall be subject to the exclusive jurisdiction of the State or Federal courts of Monroe, Louisiana.
104.	Standard Practices	Article III 24	The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the **CLEC industry which may be added in the CenturyTel Guide. **CLEC agrees that CenturyTel may implement such practices in its attempt to satisfy any CenturyTel obligations under this Agreement. CenturyTel will provide **CLEC with thirty (30) days written notice of any change; provided, however, that where a dispute arises between the Parties with respect to a conflict between the CenturyTel Guide and this Agreement, the terms of this Agreement shall prevail.	The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable for the **CLEC industry which may be added in the CenturyTel Service Guide. **CLEC agrees that CenturyTel may implement such practices in to satisfy any CenturyTel obligations under this Agreement.
105.	Law Enforcement Interface	Article III 27.2	CenturyTel agrees to work jointly with **CLEC in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for **CLEC customers will be identified, agreed to with **CLEC, and billed to **CLEC.	CenturyTel agrees to work jointly with **CLEC in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for **CLEC customers will be billed to **CLEC.
106.	Law Enforcement Interface	Article III 27.4	Deleted provision	Subsequent to the Parties' execution of this Agreement and its approval by the Commission, the parties shall establish a separate contract or authorization agreement specific to the Nuisance Call Bureau (NCB) and Security Control Center (SCC) for **CLEC procedures, which will be in compliance with applicable state and federal laws.
107.	Limitations of Liability	Article III 28.4	Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses CenturyTel	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

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			may recover, including those under Section 17 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Except in cases of malicious intent, under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.	costs/expenses CenturyTel may recover, including those under Section 17 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, consequential or punitive damages , including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.
108.	Intellectual Property	Article III 28.5	To the extent consistent with applicable law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other 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.	Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
109.	Notice	Article III 31	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	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

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			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 :	writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable street or post office box address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section . Although E-mail will not be used to provide notice, the Parties provide their E-mail addresses below to facilitate informal communications:
110.	Regulatory Agency Control	Article III 34	This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the Commission to the extent the substance of this Agreement, or any portion thereof , is or becomes subject to the jurisdiction of such agency.	This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency or agencies .
111.	Changes in Legal Requirements	Article III 35	CenturyTel and **CLEC further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of the Parties to perform any material term of this Agreement, either Party may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within sixty (60) business days after such notice, either Party may invoke the Dispute Resolution provisions of this Agreement.	
112.	Effective Date	Article III 36	This Agreement will be effective upon execution by the	This Agreement will be effective only upon execution

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			Partie, and subject to approval by the Commission in accordance with Section 252 of the Act. The “effective date” of this Agreement for all purposes will be as established by the Commission approval order.	by both Parties, unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval. The “effective date” of this Agreement for all purposes will be the latest date reflected by the signing parties. The Parties agree that orders for services will not be submitted or accepted until the latter of (a) the submission of the CLEC Profile required by Section 7; or (b) the expiration of the first ten (10) Business Days after the Agreement is effective.
113.	Severability	Article III 40	If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the reasonable opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, either Party may, on thirty (30) days written notice, require that such terms be renegotiated, and the Parties shall negotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within sixty (60) business days after such notice, either Party may invoke the Dispute Resolution provisions of this Agreement.	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.
114.	Subcontractors	Article III 41	Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement. Party using third party subcontractor will provide written communication to the other Party.	Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement, provided that a Provider remains liable for the performance of its duties and obligation hereunder.
115.	Subsequent Law	Article III 41	Deleted provision	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

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				<p>prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the affected term(s) and condition(s), should one or both Parties choose to avail themselves of such law, rule, or regulation. The Dispute Resolution provisions of Article III, Section 18 shall also govern any disputes arising out of or relating to such modifications. To the extent that subsequent applicable laws, rules or regulations of Federal, State or local governmental authority require modification or negotiation of one or more terms of this Agreement, the Parties agree to begin negotiating such terms within twenty (20) Business Days after such subsequent change. If negotiations fail within forty (40) Business Days thereafter, this matter shall proceed to the Dispute Resolution procedures of Article III, Section 18, with the consequent changes in this Agreement to be retroactive to when negotiations began under this Section.</p>
116.		Article III 42	Intentionally Left Blank	
117.	Taxes	Article III 43	Any federal , 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	Any state or local excise, sales, or use taxes (defined in Section 42.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 42.2) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and

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			<p>applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as CenturyTel requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.</p>	<p>collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as CenturyTel requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.</p> <p>Notwithstanding anything to the contrary contained herein, **CLEC is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. **CLEC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyTel during the Term of the Agreement and any extensions thereof. In addition, **CLEC is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that the **CLEC's representations to CenturyTel concerning the status of **CLEC's claimed tax exempt status, if any, and its impact on this Section 42 are subject to the indemnification provisions of Section 28.1, which, for</p>

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				purposes of this Section, are to be enjoyed by CenturyTel.
118.	Fees/Regulatory Surcharges	Article III 43.2	<p>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.</p> <p>Party. Fees/Regulatory Surcharges shall include but not be limited to E-911/911, other N11,E311/311, franchise fees, and Commission surcharges.</p>	<p>A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.</p> <p>Fees/Regulatory Surcharges shall include but not be limited to E-911/911, E311/311, franchise fees, and Commission surcharges.</p>
119.	Environmental Responsibility	Article III 46.1	<p>**CLEC 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 **CLEC. **CLEC shall not be responsible with respect to pre-existing hazards at the Facility. In accordance with Section 46.10, **CLEC will indemnify CenturyTel 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 CenturyTel Facility, **CLEC must demonstrate adequate training and emergency response capabilities related to **CLEC materials brought to, used, or existing at the CenturyTel Facility.</p>	<p>Each Party is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility by that Party. In accordance with Sections 28 and 45.10, each Party will indemnify the other for all claims, fees, penalties, damages, and causes of action with respect to these materials. No new safety or environmental hazards shall be created or new hazardous substances shall be used at a Party's Facility by the other Party. Each Party must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the other Party's Facility.</p>
120.	Environmental Responsibility	Article III 46.10	<p>Notwithstanding Section 27, with respect to environmental responsibility under this Section, 46, CenturyTel and **CLEC 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</p>	<p>Notwithstanding the limitation of liability in Section 28, which limitation is inapplicable to this Section 45.10, with respect to environmental responsibility under this Section 45, CenturyTel and **CLEC 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</p>

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			from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the CenturyTel Facility; it being the parties' express intention that **CLEC shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 46.10.	(including direct and indirect damages and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the CenturyTel Facility; it being the Parties express intention that **CLEC shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 45.10 .
121.	Bona Fide Request Process: Intent	CenturyTel's Article III 46.1	Moved to KMC's VII 12.1	
122.	Bona Fide Request Process: Process	CenturyTel's Article III 46.2	Moved to KMC's VII 12.2	
123.	TBD Prices	Article III 47	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 **CLEC 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	Upon an affirmative BFR response from CenturyTel, **CLEC will submit in writing its acceptance or rejection of CenturyTel's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, the dispute resolution procedures described in Section 18 herein may be used by a Party to reach a resolution.

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			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 **CLEC to CenturyTel, and any overpayment shall be refunded.	
124.	Article IV Title	Article IV	GENERAL RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS	TECHNICAL AND BUSINESS RULES GOVERNING RESOLD SERVICES AND UNBUNDLED ELEMENTS
125.	General	Article IV 1	General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate CenturyTel intrastate local, may be read to supplement the services made available by CenturyTel to **CLEC for resale, and UNEs provided by CenturyTel to **CLEC, where **CLEC specifically purchases such items directly from the CenturyTel tariff.	General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate CenturyTel intrastate local, toll and access tariffs , apply to retails services made available by CenturyTel to **CLEC for resale, and UNEs provided by CenturyTel to **CLEC, when appropriate, unless otherwise specified in this Agreement. As applied to services or UNEs offered under this Agreement, the term "Customer" contained in the CenturyTel Retail Tariff shall be deemed to mean "***CLEC" as defined in this Agreement.
126.	Liability of CenturyTel	Article IV 2	Deleted provision	In addition to the general limitation of liability in Section 28.4 of Article III, the following shall also limit CenturyTel's liability under this Agreement.
127.	Liability of CenturyTel: Inapplicability of Tariff Liability	Article IV 2.1	Deleted provision	CenturyTel's general liability, as described in the CenturyTel local exchange or other tariffs, does not extend to **CLEC's customers or any other third party. Liability of CenturyTel to **CLEC resulting from any and all causes arising out of services, facilities, UNEs or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyTel. CenturyTel shall be liable for the individual services, facilities or elements that it separately provides to **CLEC and shall not be liable for the integration of

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				components combined by **CLEC.
128.	Liability of CenturyTel: **CLEC Tariffs or Contracts	Article IV 2.2	Deleted provision	**CLEC shall, in its tariffs or other contracts for services provided to its end-users using services, facilities or UNEs obtained from CenturyTel, provide that in no case shall CenturyTel be liable to **CLEC's end-users or any third parties for any indirect, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by **CLEC of the possibility of such damages and **CLEC shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from **CLEC customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship with **CLEC's end-users.
129.	Liability of CenturyTel: No Liability for Errors	Article IV 2.3	Deleted provision	CenturyTel is not liable for mistakes that appear in CenturyTel's listings, 911 and other information databases, or for incorrect referrals of end-users to **CLEC for any ongoing **CLEC service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, **CLEC shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including **CLEC's end-users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of CenturyTel or its employees or agents.
130.	Unauthorized Changes:	Article IV 3.1 (a-c)	Deleted provision	If a Party submits an order for resold services, number portability or unbundled elements under

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	Poecedures			<p>this Agreement in order to provide service to an end-user that at the time the order is submitted is obtaining its local services from Provider or another LEC using CenturyTel resold services or unbundled elements, and the end-user notifies Provider that the end-user did not authorize Party to provide local exchange services to the end-user, Party must provide Provider with written documentation of authorization from that end-user within thirty (30) Business Days of notification by Provider. If Party cannot provide written documentation of authorization within such time frame, Party must within three (3) Business Days thereafter:</p> <p>(a) direct Provider to change the end-user back to the LEC providing service to the end-user before the change to Party was made; and</p> <p>(b) provide any end-user information and billing records Party has obtained relating to the end-user to the LEC previously serving the end-user; and</p> <p>(c) notify the end-user and Provider that the change back to the previous LEC has been made.</p> <p>Furthermore, Provider will bill Party fifty dollars (\$50.00) per affected line to compensate Provider for switching the end-user back to the original LEC.</p>
131.		Article IV 2	Intentionally left blank.	
132.		Article IV 3	Intentionally left blank.	
133.	Impact of Payment of Charges on Service	Article IV 4	Impact of Payment of Charges. on Service.	Timely Payment of Charges.

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134.	Impact of Payment of Charges on Service	Article IV 4.1-4.4 (new 4)	<p>Each Party is solely responsible for the payment of all charges for all services facilities and elements furnished under this Agreement by the other Party, including, but not limited to, calls originated or accepted at its or its end-users' service locations.</p> <p>If either Party fails to pay when due any and all undisputed charges billed under this Agreement, including any valid late payment charges (collectively, "'Unpaid Charges"), and any or all such charges remain unpaid more than ninety (45) calendar days after the bill date of such Unpaid Charges excepting previously disputed charges for which that Party may withhold payment, the billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges within fourteen (14) Business Days after receipt of the notice. The Parties expressly agree that as an exception to Article III, Section 31 ("Notices"), the 14-business day notification required in the preceding sentence may be made via facsimile or electronic messaging system (e-mail), and if either such method is used, receipt shall be effective at the time such transmission has been made (provided the Party providing notice retains proof that such notice was received and such method is accompanied by written notice sent via Overnight Mail).</p> <p>If the billed Party disputes the billed charges, it shall, within said fourteen (14) day period, advise the billing Party in writing as to which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to the billing Party all undisputed charges. If the Parties are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either Party may invoke the Dispute Resolution provisions contained in Article III, Section 18</p>	<p>4.1 In General. Satisfactory **CLEC current billing history is a prerequisite to the ordering of services. **CLEC is solely responsible for the payment of all charges for any and all services, furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations, including without limitation any and all toll charges.</p> <p>4.2 Effect of Not Timely Paying Service Charges. If **CLEC fails to pay within twenty (20) Business Days after the bill date any and all charges billed to **CLEC under this Agreement, including any late payment charges (collectively, "'Unpaid Charges"), excepting previously disputed charges for which **CLEC may withhold payment, **CLEC shall be in Default as defined in Section 2.3 of Article III.</p> <p>4.3 Default Notice of Nonpayment for Services.Following such Default resulting from nonpayment for services within the required twenty (20) Business Days following the bill date, CenturyTel shall notify **CLEC in writing that it must pay all Unpaid Charges to CenturyTel within twenty (20) Business Days, and the Parties specifically agree that no new service orders will be accepted by CenturyTel until the past due balance is brought to current status. If **CLEC disputes any or all of the Unpaid Charges, it shall, within said (20) twenty Business Day notice period, deliver to CenturyTel a written description of the disputed Unpaid Charges including the specific details and reasons for the dispute, unless such reasons have been previously provided in writing, and shall immediately pay to CenturyTel all undisputed Unpaid Charges.</p>

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			<p>of this Agreement. If, upon resolution of any dispute hereunder, it is determined that the billed Party owes payment such party shall make payment to the billing Party together with any late payment charges under Article III, Section 10.3, from the original payment due date. If it is determined that the billed Party owes no payment, then the billing Party shall credit such amounts, including any late payment charges, plus an amount equal to 5% of the amount claimed as an administrative fee to compensate the billed party for having to dispute the improper charge.</p> <p>Subject to the requirements of this Agreement with respect to dispute resolution, default, and termination, the following process will apply in instances where the billed Party fails to pay an undisputed Unpaid Charges:</p> <p>(a) The billing Party may discontinue service to the billed Party for the service or element unpaid, should the failure to pay the undisputed charges as provided in this Section 4 continue for more than ninety (90) consecutive days after receipt of sufficient written notice.</p>	<p>Nevertheless, CenturyTel reserves the right not to provision new services if there is a substantial unpaid balance, no matter what proportion of it is disputed.</p> <p>4.4 Resolving Disputed Charges. If **CLEC and CenturyTel are unable, within said twenty (20) Business Days, following notice of Default to resolve issues related to the disputed charges, then either **CLEC or CenturyTel may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if **CLEC owes a payment to CenturyTel, it, shall make such payment to CenturyTel with any late payment charge under Article III, Section 10.3, from the original payment due date. If **CLEC owes no payment, but has previously paid CenturyTel such disputed payment, then CenturyTel shall credit such payment, including any late payment charges.</p>
135.	Impact of Payment of Charges on Service: End-User Notice Requirement.	Article IV 4.5	Deleted provision	If **CLEC fails to pay any undisputed Unpaid Charges, **CLEC shall, at its sole expense, during the twenty (20) Business Days Default notice period provided in Section 4.3 notify its end-users that their service may be disconnected for **CLEC's failure to pay Unpaid Charges, and that its end-users must select a new provider of local exchange services.
136.	Impact of Payment of Charges on Service: Remedies for CenturyTel.	Article IV 4.6	Deleted provision	Upon **CLEC's failure to pay all undisputed Unpaid Charges within the twenty (20) Business Days Default notice period in Section 4.3, CenturyTel may discontinue service to **CLEC and terminate this Agreement, and shall have no liability to **CLEC or **CLEC's end-users in the event of

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				such disconnection. If **CLEC fails to provide notification under Section 4.5 or any of **CLEC's end-users fail to select a new provider of services within the applicable time period, CenturyTel, in its discretion, may provide local exchange services to **CLEC's end-users under CenturyTel's applicable end-user tariff at the then current charges for the services being provided, subject to any local rules. In this circumstance, otherwise applicable service establishment charges will not apply to **CLEC's end-user, but will be assessed to **CLEC .
137.	Impact of Payment of Charges on Service: Applicable Regulatory Law Notice Restriction.	Article IV 4.7	Deleted provisions	Notwithstanding the foregoing, the notice provisions of this Section 4 shall be subject to the requirements of the applicable regulatory body.
138.	Unlawful Use of Service	Article IV 5	Services, facilities or unbundled elements provided by either Party pursuant to this Agreement shall not be used by the other Party or its end-users for any purpose in violation of law. Each Party shall be responsible to ensure that each other Party and its end-users use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. Either Party may refuse to furnish service to the other Party or disconnect particular services, facilities or unbundled elements provided under this Agreement or, as appropriate when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or unbundled elements is prohibited by law or (ii) the Party providing service is notified in writing by a law enforcement agency acting within its jurisdiction that any	Services, facilities or unbundled elements provided by CenturyTel pursuant to this Agreement shall not be used by **CLEC or its end-users for any purpose in violation of law. **CLEC, and not CenturyTel , shall be responsible to ensure that **CLEC and its end-users use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. CenturyTel may refuse to furnish service to **CLEC or disconnect particular services, facilities or unbundled elements provided under this Agreement to **CLEC or, as appropriate, **CLEC'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

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			facility furnished by CenturyTel is being used or will be used for the purpose of transmitting or receiving information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided other Party as provided for under this Agreement , or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the disconnecting Party the written finding of a court, then upon request of Party receiving the service, the disconnecting Party shall promptly restore such service.	(ii) CenturyTel is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CenturyTel is being used or will be used for the purpose of transmitting or receiving gambling or other information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to **CLEC , or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to CenturyTel the written finding of a court, then upon request of **CLEC and its agreement to pay restoration of service charges and other applicable service charges, CenturyTel shall promptly restore such service.
139.	Timing of Messages	Article IV 6	With respect to CenturyTel 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 CenturyTel's Port and Local Switching element (usage sensitive services) will be recorded based on originating and terminating access.	With respect to CenturyTel resold measured rate local service(s), where applicable , chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station ""hangs up,"" thereby releasing the network connection. If the called station ""hangs up"" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network
140.	Procedure For Preordering, Ordering, Provisioning, Etc.	Article IV 7	Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by the CenturyTel Guide. Except as provided for in Article III, Section 9, the Parties agree that they will use a manual service order process throughout the term of the contract and that there will be no charge for such service.	Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by the CenturyTel Service Guide. In accordance with Article III, Section 7, CenturyTel will not process resale or unbundled network element orders until the **CLEC Profile has been completed and returned; and, if required, an advanced deposit paid.
141.	Letter of	Article IV 8.1	**CLEC and CenturyTel shall each execute a blanket	8.2 An LOA will be required before CenturyTel will

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	Authorization	(new)	letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided that such processes comply with applicable FCC and Commission rules and orders.	process an order for services provided in cases in which the subscriber currently receives Exchange Service from CenturyTel or from a local service provider other than **CLEC. Such LOA may be a blanket LOA or such other form as agreed upon between CenturyTel and **CLEC.
142.	Letter of Authorization	Article IV 8.1 (new 8.2)	8.2 Neither Party will release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) for an end-user customer accounts until the requesting Party has executed the blanket LOA. The Parties shall each adopt their own internal processes for verification of customer authorization for requests, provided that such processes comply with the foregoing blanket LOA provisions, Applicable Law, and FCC and Commission rules and orders.	8.1 CenturyTel will not release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) to **CLEC on CenturyTel end-user customer accounts unless **CLEC first provides to CenturyTel a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between CenturyTel and **CLEC authorizing the release of such information to **CLEC or if state or federal law provides otherwise, in accordance with such law.
143.	Customer Contacts	Article IV 9	Except as otherwise provided in this Agreement or as agreed to in a separate writing by **CLEC, **CLEC shall provide the exclusive interface with **CLEC's end-user customers in connection with the marketing or offering of **CLEC services. Except as otherwise provided in this Agreement, in those instances in which CenturyTel personnel are required pursuant to this Agreement to interface directly with **CLEC's end-users, such personnel shall not identify themselves as representing CenturyTel. All forms, business cards or other business materials furnished by CenturyTel to **CLEC end-users shall be generic in nature. In no event shall CenturyTel personnel acting on behalf of **CLEC pursuant to this Agreement provide information to **CLEC end-users about CenturyTel products or services unless specifically authorized by **CLEC in writing. In no event shall CenturyTel personnel acting on behalf of **CLEC pursuant to this Agreement disparage **CLEC to **CLEC end-users in any fashion.	Except as otherwise provided in this Agreement or as agreed to in a separate writing by **CLEC, **CLEC shall provide the exclusive interface with **CLEC's end-user customers in connection with the marketing or offering of **CLEC services. Except as otherwise provided in this Agreement, in those instances in which CenturyTel personnel are required pursuant to this Agreement to interface directly with **CLEC's end-users, such personnel shall not identify themselves as representing CenturyTel. All forms, business cards or other business materials furnished by CenturyTel to **CLEC end-users shall be generic in nature. In no event shall CenturyTel personnel acting on behalf of **CLEC pursuant to this Agreement provide information to **CLEC end-users about CenturyTel products or services unless otherwise authorized by **CLEC.

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144.	Service Covered by this Article: Types of Services	Article V 1.1	This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) between CenturyTel and **CLEC, and the transport, termination and billing of Local Traffic and ISP- Bound Traffic, EAS, ECC, IntraLATA Toll, Transit Traffic, optional EAS traffic and jointly provided Interexchange Carrier (IXC) access between CenturyTel and **CLEC.	This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) by CenturyTel to **CLEC or by **CLEC to CenturyTel , and the transport, termination and billing of Local Traffic between CenturyTel and **CLEC. The services and facilities described in this Article V as the "Services." Traffic not meeting the definition of Local Traffic is not subject to this Agreement. CenturyTel reserves the right to otherwise seek compensation for such non-Local Traffic including the imposition of access charges where appropriate.
145.	Service Covered by this Article: Types of Services	Article V 1.2	The services and facilities described in this Article shall be referred to in this Article V as the "Services."	
146.	Service Covered by this Article: New Service Requests	Article V 1.3	**CLEC initiates orders for interconnection services by sending an ASR to CenturyTel. The ordering process is described in the CenturyTel Guide. The ASR will be reviewed by CenturyTel within one business day for validation and identification of errors. Any errors will be clearly identified and referred back to **CLEC on a single ASR response. **CLEC then will correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR. While installation time line will vary considerably, based on the configuration, CenturyTel will work with **CLEC in all circumstances to install IPs within fifteen (15) calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with the Act.	Orders for trunk-side Local Traffic interconnection services shall be initiated by **CLEC sending an ASR to CenturyTel, as described in the CenturyTel Service Guide. CenturyTel will review the ASR for validation and correction of errors. Errors referred back to **CLEC. **CLEC will then will correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR. **CLEC must comply with the Capacity Planning and Forecasting provisions of Section 12 of Article III and Section 5 of this Article V before CenturyTel will process the **CLEC's ASR for interconnection Services.
147.	Billing and Rates: Service Ordering, Service Provisioning and Billing	Article V 2.1	**CLEC will order services directly from CenturyTel via E-Mail, United States Mail or facsimile. The following describes generally the processes CenturyTel will use for ordering, provisioning and billing for interconnection facilities and services. The CenturyTel Guide provides	**CLEC will order services for number portability, directly from CenturyTel. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide.

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			additional guidelines for service ordering, provisioning, billing and maintenance.	
148.	Billing and Rates: Rates and Charges	Article V 2.2	Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. CenturyTel's and **CLEC's rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof.	Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable Appendices to this Agreement. CenturyTel's rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof. **CLEC's separate rates and charges are also set forth in Appendix A attached hereto and made a part hereof.
149.	Billing and Rates: Billing Specifications	Article V 3.2	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 and seconds.	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.
150.	Transport and Termination of Traffic: Traffic to be exchanged	Article V 4.1	<p>The Parties shall reciprocally terminate Local Traffic, ISP-Bound Traffic, EAS, ECC, IntraLATA Toll, optional EAS and jointly provided IXC traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks.</p> <p>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.</p> <p>In addition, the Parties will notify each other of any reasonably anticipated material change in traffic to be exchanged, in terms of, e.g., traffic type, volume.</p>	<p>The Parties shall reciprocally terminate Local Traffic, (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Sections 4, 5 and 6 herein. To this end, the Parties agree that there will be interoperability between their networks.</p> <p>In addition, the Parties will promptly notify each other in writing of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).</p>
151.	Transport and	Article V 4.2.1	Mutual Compensation. The Parties shall compensate each	Local Compensation. The Parties shall compensate

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	Termination of Traffic: Compensation For Local Exchange Of Traffic		other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with this Article. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.	each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions, such as a State exempt factor, if any. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.
152.	Transport and Termination of Traffic: Compensation For Local Exchange Of Traffic	Article V 4.2.2	The Parties will exchange ISP-Bound traffic, and any compensation due between the Parties in connection with the exchange of ISP-Bound Traffic minutes shall be exchanged in accordance with the FCC's Order on Remand and Report and Order in CC Dockets Nos. 96-98 and 99-68, as released on April 27, 2001 (hereinafter "ISP Remand Order"), the FCC's Order in Core October , 2004, and other provisions of Applicable Law.	
153.	Transport and Termination of Traffic: Bill-and-Keep	Article V 4.2.3	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, for a period of six (6) consecutive months , 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	Bill -and -Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic no more frequently than once a quarter. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than sixty percent (60%) of the Parties' total terminated minutes for Local Traffic, excluding Local Traffic that is also Information Access Traffic , either

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			of this Agreement unless otherwise agreed.	Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the term of this Agreement unless otherwise agreed. Local Traffic that is also Information Access Traffic will remain subject to Bill-and-Keep.
154.	Transport and Termination of Traffic: Bill-and-Keep	Article V 4.2.4	Nothing in this Section shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section, except as set forth in Section 3.1 above.	
155.	Transport and Termination of Traffic: VNXX Traffic	Article V 3.2.3	Deleted provision	If **CLEC assigns NPA/NXXs to a customer physically located outside of the CenturyTel Local Calling Area containing the rate center with which the NPA/NXX is associated, traffic originating from CenturyTel customers within that CenturyTel Local Calling Area to **CLEC customer physically located outside of the CenturyTel Local Calling Area, shall not be deemed Local Traffic, and shall be subject to applicable access charges established in CenturyTel's Access Service Tariffs.
156.	Transport and Termination of Traffic: Transport	Article V 3.2.4	Deleted provision	Transport includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the Point of Interconnection ("POI") between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user.
157.	Transport and Termination of Traffic: Transport of Local Traffic	Article V 3.2.4.1	Deleted provision	Each Party shall be responsible for facilities and transport of Local Traffic between a Party's Central Office Switch and the POI where the POI is located within the same CenturyTel exchange as the

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				CenturyTel Central Office.
158.	Transport and Termination of Traffic: Termination	Article V 3.2.4.2	Deleted provision	
159.	Tandem Switching Traffic	Article V 3.3	Deleted provision	Termination includes the tandem switching of Local Traffic at the terminating carrier's end office switch. Termination rates are set forth in Appendix A.
160.	Tandem Switching Traffic: Compensation for Terminating Access Charges on calls to Ported Numbers	Article V 3.2.4.3	Deleted provisions	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.
161.	Network Interconnection: Direct Network Interconnection Architecture	Article V 4.1	Deleted provision	In accordance with but only to the extent required by applicable law, the Parties shall provide interconnection of their networks at any technically feasible point as specified on this Agreement. **CLEC may interconnect with CenturyTel on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a BFR to directly interconnect their respective networks, interconnection will be as specified in the following subsections. CenturyTel will work with **CLEC in all circumstances to install Interconnection Points within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with

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				Section 256 of the Act.
162.	Network Interconnection: Direct Network Interconnection Architecture	Article V 4.1.1 (a-c)	Moved 4.1.1(a) to 6.2; Deleted 4.1.1(b-c)	<p>(b) A virtual or physical Collocation arrangement at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs And/or a separate agreement between the Parties.</p> <p>(c) A special access arrangement terminating at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs meeting the standards set forth in such tariffs.</p>
163.	Network Interconnection: Direct Network Interconnection Architecture	Article V 4.1.2	Deleted provision	The Parties will mutually designate at least one POI on CenturyTel's network within each CenturyTel local calling area for the routing of Local Traffic
164.	Network Interconnection: Direct Network Interconnection Architecture	Article V 4.1.3	Deleted provision	The Parties shall make available to each other two-way trunks for the reciprocal exchange of Local Traffic
165.	Network Interconnection: Direct Network Interconnection Architecture	Article V 4.1.4	Deleted Provision	Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Information Access Traffic.
166.	Network Interconnection: Direct Network Interconnection Architecture	Article V 4.1.5	Deleted Provision	**CLEC will be responsible for engineering and maintaining its network on its side of the POI. CenturyTel will be responsible for engineering and maintaining its network on its side of the POI.
167.	Network Interconnection: Direct Network	Article V 4.1.6	Deleted Provision	If third party leased facilities are used for interconnection, the POI will be defined as the CenturyTel office in which the third party's leased

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	Interconnection Architecture			circuit terminates.
168.	Network Interconnection: Direct Network Interconnection Architecture	Article V 4.1.7	Deleted Provision	If **CLEC utilizes leased facilities under a meet point arrangement between CenturyTel and a third party, the POI will be the CenturyTel office where the leased facility terminates.
169.	Interconnection Facility Compensation	Article V 4.2	Deleted Provision	The Parties agree to the following compensation for internetwork facilities, depending on facility type. Only Local Traffic will be used for calculation of this compensation.
170.	Interconnection Facility Compensation	Article V 4.2.1		Moved to 7.1
171.	Interconnection Facility Compensation	Article V 4.2.2		Moved to 7.2
172.	Interconnection Facility Compensation	Article V 4.2.3		Moved to 7.3
173.	Tandem Switching Traffic	Article V 4.3 (new 5)	Tandem Switching Traffic. The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's, 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:	Tandem Switching Local Traffic Compensation The Parties will provide Tandem Switching for Local Traffic between the Parties' end offices subtending each other's access Tandem, as follows:
174.	Tandem Switching Traffic	Article V 4.3.2 (new 5.2)	The originating Party also assumes responsibility for compensation to the company which terminates the call. Compensation to third parties terminating traffic on either Party's behalf shall be covered by specific arrangements between the originating Party and the terminating third party.	The originating Party also assumes responsibility for compensation to the company that terminates the call. 4.3.3 **CLEC shall deliver each traffic call to CenturyTel with CCS and the appropriate Transactional Capabilities Application part ("TACP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will

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				mutually agree to the types of records to be exchanged until industry standards are established and implemented.
175.	Tandem Switching Traffic	Article V 4.3.2 (new 5.3)	**CLEC shall exercise its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any **CLEC, ILEC, CMRS carrier, or other LEC, to which it delivers Telephone Exchange Service traffic that transits CenturyTel's Tandem Office for a period of greater than three (3) consecutive months and when such traffic exceeds the DS1 traffic level for the specified three (3) month period. If **CLEC does not enter into the above referenced arrangement within 180 days of reaching the specified volume for a three (3) month period with relevant third party carriers, then CenturyTel may, request that **CLEC establish direct interconnection with the specified third party carrier.	
176.	Tandem Switching Traffic	Article V 4.3.2 (new 5.4)	Each Party shall deliver Tandem traffic Transit Traffic with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of CLASS Features and billing functions. The Parties will mutually agree to the types of records to be exchanged until industry standards are established and implemented.	
177.	Tandem Switching Traffic	Article V 4.3.4	Deleted provision	The Parties will provide Tandem switching for Local Traffic between the Parties' end offices subtending each other's access tandem.
178.	Tandem Switching Traffic	Article V 4.3.5	Deleted provision	The Parties agree to enter into their own agreements with third-party providers. In the event that **CLEC sends traffic through CenturyTel's network to a third-party provider with whom **CLEC does not have a traffic interexchange agreement, then **CLEC agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.

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

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				to a third-party provider with whom **CLEC does not have a traffic interexchange agreement, then **CLEC agrees to indemnify CenturyTel for any termination charges rendered by a third-party provider for such traffic.
184.	Trunking	Article V	Deleted provision	
185.	Trunking Requirements	Article V 5.1 (new 8)	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.	In accordance with Article III, Section 12, prior to for the Parties' exchange of traffic, the Parties shall meet and agree on trunking forecasting , availability and requirements.
186.	Trunking Requirements	Article V 5.1.1 (new 8.1)	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 establish two one-way trunk groups for the delivery of Local Traffic, ISP-Bound Traffic, and intraLATA toll originated by each Party and destined for termination to end users of the other Party. Each Party will be responsible for its own expenses associated with the trunks.	The Parties agree to establish trunk groups of sufficient capacity between the Parties from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that, Party will be responsible for its own expenses associated with the trunks.
187.	Trunking Requirements	Article V 5.1.2	Deleted provision	**CLEC shall make available to CenturyTel trunks over which CenturyTel shall terminate to end-users of **CLEC-provided Exchange Services and Local Traffic originated from end-users of CenturyTel-provided Exchange Service.
188.	Trunking Requirements	Article V 5.1.3	Deleted provision	**CLEC and CenturyTel shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. **CLEC and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic. CenturyTel requires separate trunk groups from **CLEC to originate

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				and terminate Non-Local Traffic calls and to provide Switched Access Service to IXC's.
189.	Trunking Requirements	Article V 5.8.2	Each Party shall establish a separate two-way trunk group for the delivery of InterLATA, Switched Access Services to IXCs, optional EAS traffic, and Transit Traffic/Tandem Transit Traffic, unless it is mutually agreed to utilize one-way trunks.	
190.	Other Requirements	Article V 5.1.3.2	Deleted provision	The Parties will mutually designate at least one IP on CenturyTel's network within each CenturyTel local calling area for the routing of Local Traffic.
191.	Other Requirements: End-Office Trunking	Article V 5.1.4 (new 8.4)	End-Office Trunking. The Parties will work cooperatively, and subject to mutual agreement , to establish high volume end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a **CLEC end office and a CenturyTel end office.	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 **CLEC end office and a CenturyTel end office.
192.		Article V 5.1.5 (new 8.5)	4.3.5 **CLEC and CenturyTel will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Traffic and ISP-Bound Traffic carried on local interconnection trunks. ISP-Bound traffic shall be treated as local traffic for the purposes of PLU calculation. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix A.	5.1.5 Upon request, the Parties will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Traffic carried on local interconnection trunks, subject to the audit provisions in Article III Section 10.5.2. The parties agree to the initial PLU factor as set forth in Appendix A.
193.	Other Requirements	Article V 5.1.6 (new 8.6)	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.	Reciprocal traffic exchange arrangement trunk connections shall be made at a DS 1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly -engineered to the appropriate State grade of service standard. B.01 or B.005.
194.	Other Requirements	Article V 5.1.7 (new 8.7)	**CLEC and CenturyTel agree to jointly plan interconnection trunking 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	**CLEC and CenturyTel agree to use diligent efforts to develop and agree on a joint interconnection plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate State grade of service

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			standards for the configuration of all segregated trunk groups.	standard. Such plan shall also include mutually- agreed upon default standards for the configuration of all segregated trunk groups.
195.	Other Requirements	Article V 5.1.8 (new 8.8)	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.	5.1.8 SS7 Common Channel Signaling will be used to the extent that such technology is available.
196.	Trunk Forecasting	Article V 5.2 (new 9.1)	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:	5.2 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 12, and as a condition to CenturyTel's processing of **CLEC interconnection services ASRs under Section 1.1. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:
197.	Trunk Forecasting: Forecasted	Article V 5.2.1.1 (9.1.1 new)	4.4.1.1 Forecasted trunk quantities for the upcoming year and a description of major network projects that affect the other Party. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that may be reflected in a significant increase or decrease in trunking demand for the following forecasting period.	5.2.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.5.2.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 5.2.1.1. . Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
198.	Trunk Facility Under Utilization	Article V 5.3 (new 9.2)	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	5.3 Trunk Facility Underutilization At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating

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			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). When a condition of excess capacity is identified, CenturyTel will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the customer for possible, mutually agreed-upon network efficiency adjustment	to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the State's grade of service standard or the joint interconnection plan . When a condition of excess capacity is identified, CenturyTel will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the **CLEC for any necessary network efficiency adjustment
199.	Joint Trunk Planning Criteria	Article V 5.4	Deleted provision	In order to facilitate sound and economical network planning and provisioning, CenturyTel deployment of trunks for **CLEC use may be conditioned on (i) fill factors for trunks previously deployed for the **CLEC; (ii) compensation arrangements to reflect CenturyTel's and the **CLEC's proportionate use of the trunking; (iii) a stranded plant or special construction termination charge to **CLEC for not utilizing the ordered trunking for the forecasted duration; and (iv) whether the **CLEC ordered trunking is Currently Available.
200.	Direct Network Interconnection: Network Interconnection Architecture	Article V 6.1	**CLEC will establish one Interconnection Point per LATA. **CLEC may interconnect with CenturyTel on its network at any technically feasible point in the LATA, and for CenturyTel-originated traffic may determine that the Interconnection Point is a **CLEC switch within the LATA. Each Party is responsible for delivering its originating traffic, including without limitation Local Traffic and ISP-Bound Traffic, to the Interconnection Point, and for providing necessary equipment, facilities, engineering, and maintenance on its side of the Interconnection Point. Interconnection at additional points will be reviewed on an individual case basis, and the Parties may mutually agree to establish additional Interconnection Points.	

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201.	Direct Network Interconnection: Network Interconnection Architecture	Article V 6.2 (a-g)	<p>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.</p> <p>(a) A Mid-Span Fiber Meet within an existing CenturyTel exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. 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.</p> <p>(b) Its collocation facilities in end offices or local tandems within the local calling area or tandem serving area, including, but not limited to fiber cable handoffs. Where **CLEC has spare fiber cable in an existing collocation space, **CLEC may establish interconnection by terminating such fiber cable to CenturyTel fiber optic terminal (FOT).</p> <p>(c) A special access and/or **CLEC Dedicated Transport (and Interoffice Dedicated Transport) arrangement terminating at a CenturyTel Wire Center. Or Tandem. The Parties agree that charges for such trunks, trunk ports and facilities are Commission-approved, TELRIC-compliant rates set forth set forth in Exhibit XX to this Agreement.</p> <p>(d) Existing facilities or the existing facilities of **CLEC's subsidiaries or affiliates, at the serving wire center locations where **CLEC or its subsidiaries or affiliates have a facilities presence for switched and/or dedicated access traffic.</p>	<p>a) A Mid Span Fiber Meet within an existing CenturyTel exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location with each party being individually responsible for its incurred costs in establishing this arrangement.</p>

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			<p>(e) Lease dedicated transport facilities and/or services from CenturyTel.</p> <p>(f) Transport facilities from a third party, and/or,</p> <p>(g) Any other technically feasible arrangement that the Parties may agree meets the requirements of the Act</p>	
202.	Direct Network Interconnection: Network Interconnection Architecture	Article V 6.3	**CLEC will designate the Interconnection Point at a location of its choosing, subject to the single constraint of technical feasibility, and the requirement that the Parties exchange traffic at a Point of Interconnection within the LATA.	
203.	Compensation	Article V 7	The Parties agree to the following compensation for internetwork facilities, depending on facility type. Only Local Traffic, ISP-Bound Traffic and IntraLATA Toll Traffic will be used for calculation of this compensation.	
204.	Compensation	Article V 7.1	Mid-Span Fiber or copper Meet: CenturyTel will charge (flat rated) transport at the rates for unbundled transport set forth in this Agreement (regardless of whether **CLEC is collocated) and will rate charges between the IP and CenturyTel's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. **CLEC will charge flat rated transport to CenturyTel for **CLEC facilities used by CenturyTel at tariffed rates or as mutually agreed. **CLEC will apply charges based on the lesser of; (i) the airline mileage from the IP to the **CLEC switch; or (ii) the airline mileage from the CenturyTel switch to the serving area boundary.	Mid Span Fiber Meet: CenturyTel will charge special access (flat rated and/or switched access charges from the applicable access tariff and will rate charges between the IP and CenturyTel's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel, excluding Local Traffic that is also Information Access Traffic ("CenturyTel Originated Local Traffic Factor"). The initial CenturyTel Originated Local Traffic Factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree.
205.	Compensation	Article V 7.2	Collocation: CenturyTel will charge Virtual or Physical rates in Appendix F-1. **CLEC will charge CenturyTel	Collocation: CenturyTel will charge virtual or physical collocation rates from the applicable

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			flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel. **CLEC will apply charges based on the lesser of (i) the airline mileage from the IP to the **CLEC switch; or (ii) two (2) times the airline mileage from the CenturyTel switch to the serving area boundary.	CenturyTel tariff and/or a separate agreement between the Parties.
206.	Compensation	Article V 7.3	Special Access and/or **CLEC Dedicated Transport and Interoffice Dedicated Transport: CenturyTel will charge based upon the rates for unbundled transport facilities set forth in this Agreement (regardless of whether **CLEC is collocated). Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.	Special Access: CenturyTel will charge special access and/or switched access rates from the applicable CenturyTel access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by CenturyTel, excluding Local Traffic that is also Information Access Traffic ("CenturyTel Originated Local Traffic Factor"). The initial CenturyTel Originated Local Traffic Factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree.
207.	Interconnection Calling and Called Scopes for Access Tandem Interconnection and End Office Interconnection	Article V 5.6.1	Deleted provision	5.6.1 CenturyTel Access Tandem Interconnection calling scope (originating and terminating) is to those CenturyTel end offices specific to this Agreement, which subtend the CenturyTel access tandem to which the connection is made.
208.	Interconnection Calling and Called Scopes for Access Tandem Interconnection and End Office Interconnection	Article V 5.6.2	Deleted provision	5.6.2 CenturyTel End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes to which the connection is made.
209.	Indirect Network Interconnection	Article V 6.1	Deleted provision	Where Parties agree to route traffic through a third-Party transit provider, the third party tandem switch must be in the same LATA as the originating and

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				terminating Parties' Local Routing Number ("LRN") as defined in the LERG. Each Party must have connection to the third Party tandem.
210.	Indirect Network Interconnection	Article V 6.2	Deleted provision	Indirect Network Connection is intended to handle de minimus mutual Local Traffic exchange until Local Traffic volumes grow to a point where it is economically advantageous to provide a direct connection.
211.	Indirect Network Interconnection	Article V 6.3	Deleted provision	To the extent that the Parties have utilized any Indirect Network Connection for exchange of Local Traffic, they agree to convert such connection to a direct connection when 1) traffic volumes over such connection reach a DS-1 equivalent, or 2) either Party is being charged more than \$ ____ monthly in transiting charges.
212.	Indirect Network Interconnection	Article V 6.4	Deleted provision	Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except as provided for in Section 4.4.5.
213.	Number Resources: Routing Points	Article V 11.3	**CLEC will also designate a Routing Point for each assigned NXX code. **CLEC may designate one location within each LATA as a Routing Point for each NPA-NXX.	**CLEC will also designate a Routing Point for each assigned NXX code. **CLEC may designate one location within each Rate Center as a Routing Point for the NPA/NXX associated with that Rate Center; alternatively, ****CLEC 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 ****CLEC within an existing CenturyTel Local Calling Area and LATA. Notwithstanding the foregoing, CenturyTel may determine the correct Rate Center for each **CLEC NXX code in accordance with Section 3.2.6, 3.2.7 and 3.2.8
214.	Number Portability (NP)	Article V 8.1 (new 12)	12 Local Number Portability (LNP)	8.1 Upon a Written BFR Request for LNP

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215.	Number Portability (NP)	Article V 8.1.1 (new 12.1.1)	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.	8.1.1 LNP shall only be provided in response to a BFR. The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and State mandates, and industry standards, as may be applicable.
216.	Number Portability (NP)	Article V 8.1.2	Deleted provision; KMC version located at 12.1.1 The Parties will jointly plan for LNP implementation.	The CenturyTel rates for **CLEC service using LNP service are set out in Appendix B attached to this Agreement and made a part hereof. **CLEC shall provide LNP to CenturyTel at the rates specified for **CLEC in Appendix B.
217.	Number Portability (NP)	Article V 8.1.4	Deleted provision	LNP will not be allowed where traffic is being exchanged through an indirect connection.
218.	Compensation	Article V 9.2.1 (new 13.2.1)	Initially, billing to Access Service customers for the Switched Access Services jointly provided by **CLEC and CenturyTel via the MPB arrangement shall be according to the multiple-bill/ multiple-tariff method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.	9.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by **CLEC and CenturyTel via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.
219.	Compensation	Article V 9.2.2	Deleted provision	Subsequently, **CLEC and CenturyTel may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by **CLEC and CenturyTel via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.
220.	Signaling	Article V 10.2	All SS7 signaling parameters will be provided in conjunction	All SS7 signaling parameters will be provided in

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	Parameters	(new 14.2)	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. CenturyTel will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).	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.
221.	Connection Through Signal Transfer Point (STP)	Article V 10.4 (new 14.4)	Not part of this agreement.	**CLEC may interconnect with the CenturyTel STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Such interconnection shall be negotiated and contracted with the appropriate CenturyTel affiliate.
222.	Third Party Signaling Providers	Article V 10.6 (new 14.5)	**CLEC may choose a third- party SS7 signaling provider to transport messages to and from the CenturyTel SS7 network.	**CLEC may choose a third- party SS7 signaling provider.
223.	Resale of Services: General	Article VI	The purpose of this Article VI is to define the Exchange Services and other Services (collectively referred to for purposes of this Article VI as the “Services”) that may be purchased from CenturyTel and resold by **CLEC and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the CenturyTel Guide . CenturyTel will make available to **CLEC for resale any Telecommunications Service that CenturyTel currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by this Section 2.3 below.	The purpose of this Article VI is to define the exchange services and related vertical features and Services (collectively referred to for purposes of this Article VI as the “Services”) that may be purchased from CenturyTel and resold by **CLEC and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of exchange services for resale will be governed by the CenturyTel Service Guide . (stated below in section 3.1 and also covering billing, maintenance and service ordering) CenturyTel will make available to **CLEC for resale any Service that CenturyTel currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by this Article VI , below.
224.	Terms and	Article VI 2.1	The following restrictions shall apply to the resale of retail	2.1 Restrictions on Resale.

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	Conditions: Restrictions on Resale		services by **CLEC.	<p>[Restrictions on resale may vary among States and should be examined on a State by State basis.]</p> <p>All resold services shall only be provided to **CLEC under applicable CenturyTel tariff terms and conditions. The following restrictions shall apply to the resale of retail services by **CLEC.</p>
225.	Terms and Conditions: Restrictions on Resale	Article VI 2.1.1	**CLEC shall not resell to one class of customers a service that is offered by CenturyTel only to another class of customers in accordance with state requirements (e.g., R 1 to B 1, disabled services or lifeline services to non-qualifying customers).	<p>2.1.1 **CLEC shall not resell to one class of customers a Service that is offered by CenturyTel only to another class of customers in accordance with State requirements (e.g., R 1 to B 1, disabled services or lifeline services to non-qualifying customers).</p>
226.	Terms and Conditions: Restrictions on Resale	Article VI 2.1.2	**CLEC shall not resell lifeline services and services for the disabled.	<p>2.1.2 **CLEC shall not resell lifeline services or other means-tested service offerings unless authorized or required by State or other regulatory law. Only if such authorization or requirement is applicable, the following additional provisions shall apply:</p> <p>**CLEC shall not resell Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from CenturyTel. **CLEC shall take those actions required by applicable law to determine the eligibility of **CLEC's customers to purchase such service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by applicable law. **CLEC shall indemnify CenturyTel from any claims resulting from **CLEC's failure to take such actions. Further, **CLEC shall, on a monthly basis, self-certify to CenturyTel the customers that are being provided any of the above services. Failure to certify such subscribers will result in the immediate billing</p>

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				of non-discounted rates
227.	Terms and Conditions: Restrictions on Resale	Article VI 2.1.3	**CLEC shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to **CLEC for resale. CenturyTel will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.	2.1.3 **CLEC shall not resell promotional offerings of ninety (90) days or less in duration. CenturyTel will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.
228.	Restrictions on Discount of Retail Services	Article VI 2.2	Restrictions on Discount of Retail Services.	No Avoidable Cost Discounts on the Resale of Some Retail Services.
229.	Volume, Term and Other Discounts on Resold Services	Article VI 2.3	Deleted provision	**CLEC may resell services that are provided at a volume, term or other discount in accordance with terms and conditions of applicable tariff. **CLEC shall not aggregate end-user lines and/or traffic in order to qualify for a volume, term or other discount unless permitted by Exchange Tariff. The volume, term or other discount shall be applied to the price first, followed by the Avoided Cost Discount
230.	Ordering and Billing: Service Ordering, Service Provisioning, and Billing	Article VI 3.1	**CLEC will order services for resale directly from CenturyTel through United States Mail, E-Mail or facsimile. The following describes generally the processes CenturyTel 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 CenturyTel Guide.	Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide.
231.	Local Service Request	Article VI 3.2	Orders for resale of services will be placed utilizing standard LSR forms. CenturyTel will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by **CLEC before a request can be processed. 3.2.1 CenturyTel will accept orders for As-Is Transfer (AIT) of services from CenturyTel to **CLEC where CenturyTel is the end-user's current local exchange company.	Orders for resale of services will be placed utilizing standard LSR forms. CenturyTel will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the CenturyTel Service Guide) must be provided by **CLEC before a request can be processed. 3.2.1 CenturyTel will accept orders for As-Is Transfer (AIT) of services from CenturyTel to **CLEC where

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			CenturyTel will provide service detail of all AIT orders on its monthly invoicing to **CLEC.	CenturyTel is the end-user's current local exchange company. CenturyTel cannot provide an AIT of service from one selling CenturyTel's services to another reseller. In such cases the reseller acquiring the end-user must obtain the services directly from CenturyTel.
232.	Local Service Request	Article VI 3.2.2	Deleted provision	**CLEC will be the customer of record for all services purchased from CenturyTel. Except as specified herein, CenturyTel will take orders from, bill and expect payment from **CLEC for all Services ordered.
233.	Nonrecurring Charges	Article VI 3.4	**CLEC 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.	**CLEC shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as listed in Appendix C. In addition, NRCs for Field Service work (Construction, extraordinary Installation/Repair requiring on site visits) will be charged from the appropriate tariff. No resale or other discount applies to nonrecurring charges.
234.	Measured Long Distance	Article VI 3.6	Measured Local Calling Detail. Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to **CLEC does not include measured local calling detail. However, **CLEC may request and CenturyTel shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.	Local Calling Detail. Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to **CLEC does not include local calling detail. However, **CLEC may request and CenturyTel shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.
235.	Originating Line Numbers Screening (OLNS)	Article VI 3.7	Upon request, CenturyTel will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).	Upon request and when CenturyTel is technically able to provide and bill the Service , CenturyTel will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

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236.	End Users With An Unpaid Balance	Article VI 3.8	Deleted provision	If an end-user has an unpaid balance with CenturyTel, CenturyTel will be unable to process a **CLEC service order for the end-user until the balance is paid, unless this condition is precluded by State or other regulatory law.
237.	Maintenance: Maintenance, Testing and Repair	Article VI 4.1	CenturyTel will provide repair and maintenance services to **CLEC and its end-user customers for resold services in accordance with the same standards and charges used for such services provided to CenturyTel end-user customers and will comply with Commission Standards. CenturyTel will not initiate a maintenance call or take action in response to a trouble report from a **CLEC end-user until such time as trouble is reported to CenturyTel by **CLEC. **CLEC must provide to CenturyTel all end-user information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the CenturyTel Guide.	CenturyTel will provide repair and maintenance services to **CLEC and its end-user customers for resold Services in accordance with the same standards and charges used for such Services provided to CenturyTel end-user customers. CenturyTel will not initiate a maintenance call or take action in response to a trouble report from a **CLEC end-user until such time as trouble is reported to CenturyTel by **CLEC. **CLEC must provide to CenturyTel all end-user information necessary for the installation, repair and servicing of any facilities used for resold Services according to the procedures described in the CenturyTel Guide.
238.	Service Available for Resale: Description of Local Exchange Services Available for Resale	Article VI 5.1	<p>Resold basic Exchange Service includes, but is not limited to, the following elements:</p> <p>(a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone.</p> <p>(b) Measured Local, EAS and ECC Calling - at local usage measured rates if applicable to the end-user customer.</p> <p>(c) Access to long distance carriers.</p> <p>(d) E-911 Emergency Dialing</p> <p>(e) End-user Private Line Services</p> <p>(f) Listing of telephone number in appropriate “white pages” directory; and</p>	<p>Services available to **CLEC for resale are limited to circumstances and service areas where CenturyTel is technically able to provide and bill for the service. Resold basic exchange service includes, but is not limited to, the following elements: Voice Grade Local Exchange Access Line - includes a telephone number and dial tone: .</p> <p>(i) Access to long distance carriers. **CLEC must have agreement directly with Interexchange carriers for presubscribed or Casual usage non-Local Traffic. CenturyTel has no ordering, bill or collection obligations in connection therewith, and **CLEC assumes full responsibility for such obligations, while also agreeing that these undertakings include the indemnification provisions of Section 28.1 of Article III, which, for purposes of this subsection, are to be enjoyed by CenturyTel,</p>

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			(g) Copy of “White Pages” and “Yellow Pages” directories for the appropriate CenturyTel service area.	<p>(ii) E-911 Emergency Dialing,</p> <p>(iii) Access to Service Access Codes – e.g., 800, 888, 900,</p> <p>(iv) Listing of telephone number in an appropriate “white pages” directory, subject to Article VIII, Section 6 herein, and in accordance with the terms and conditions of a Directory Service Agreement with CenturyTel,; and</p> <p>(v) Copy of “White Pages” and “Yellow Pages” directories for the appropriate CenturyTel service area, and</p> <p>(vi) IntraLATA toll if CenturyTel is the primary toll service provider and Subject to Article VIII, Section 6 herein, and in accordance with the terms and conditions of a Directory Service Agreement with CenturyTel.</p> <p>(b) Local Calling - at local usage measured rates if applicable to the end-user customer;</p> <p>(c) End-user Private Line Services</p>
239.	Other Services Available for Resale	Article VI 5.2	CenturyTel will provide resold services at retail less a discount as provided in this Agreement. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to **CLEC are those telecommunications services described in CenturyTel’s retail tariffs, as amended from time to time. Any new retail services that CenturyTel offers in such tariffs to customers who are not telecommunications carriers may also be available to **CLEC for resale under the same terms	Any new Telecommunication services that CenturyTel offers in such tariffs to customers who are not telecommunications carriers may also be available to **CLEC for resale under the same terms and conditions contained in this Agreement and required by the Act.

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			and conditions contained in this Agreement,	
240.	Other Services Available for Resale: Promotional Services	Article VI 5.2.1	Promotional Services. CenturyTel 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 .	Promotional Services. CenturyTel shall make available for resale, those promotional offerings that are greater than ninety (90) days in duration, and the special promotional rate will be subject to the applicable Avoided Cost Discount .
241.	Other Services Available for Resale: Local Tariff	Article VI 5.2.2	Local Tariff. CenturyTel will make available its local tariff to **CLEC for a fee to cover administrative cost and mailing.	
242.	Responsibility for Miscellaneous Charges by **CLEC's Customer	Article VI 6	Deleted provision	<p>**CLEC shall be responsible for the payment of any and all charges incurred by **CLEC's customer from using the following types of services, where **CLEC has not requested blocking of said services or where blocking of said services is not available:</p> <p>(a) Casual use charges;</p> <p>(b) CLASS features charges; and</p> <p>(c) Casual dial-around long distance charges.</p>
243.	General	Article VII 1	<p>The purpose of this Article VII is to define some of the UNEs that will be made available to **CLEC by CenturyTel.</p> <p>The provisions for ordering, provisioning, billing and maintenance of UNEs in this Agreement (including Appendices) may be supplemented, upon mutual agreement, by the CenturyTel Guide, provided, however, that where there is inconsistency or conflict between the CenturyTel Guide and this Agreement, the terms of this Agreement shall prevail. CenturyTel will provide UNE offerings pursuant to this Article to the extent required by Applicable Law.</p>	<p>The purpose of this Article VII is to define the UNEs that may be leased by **CLEC from CenturyTel. Unless otherwise specified in this Agreement, the CenturyTel Service Guide will govern the provisioning of unbundled network arrangements will be governed by the CenturyTel Service Guide. Upon request, CenturyTel will provide and provision UNEs and any related services if it is Currently Available and technically feasible to do so in the of central office where requested and in accordance with the provisions of Section 251 of the Act and any subsequent rulings and/or orders applicable thereto.Note that the availability of all UNEs listed in this section is dependant upon findings made by the</p>

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				FCC or the Commission from time to time that requesting carriers are impaired without access to the UNE.
244.	Unbundled Network Elements: Categories	Article VII 2.1	<p>There are several separate categories of network components that shall be provided as UNEs by CenturyTel Those categories include, but are not limited to, the following:</p> <ul style="list-style-type: none"> (a) Network Interface Device (NID) (b) Local Loops (c) Local Switching and Ports (d) Transport Element (e) Signaling Network (f) Multiplexing (g) Line Splitting and Line Sharing (h) Call-Related Databases (i) Operator Services and Directory Assistance (j) Operations Support Systems (k) Service Management Systems (l) 911 and E911 (m) Inside Wire UNE (n) Subloops 	<p>The following separate categories of network components that shall be provided as UNEs by CenturyTel to the extent they are technically feasible, Currently Available and offered.</p> <ul style="list-style-type: none"> (a) Network Interface Device (NID) (b) Local Loops and Subloops (c) Local Switching and Ports (d) Transport Element (e) Signaling Network (f) Multiplexing (g) Line Splitting and Line Sharing (h) Call-Related Databases (i) Operator Services and Directory Assistance (j) Operations Support Systems (k) Service Management Systems (l) 911 and E911 (m) Inside Wire UNE
245.	Unbundled Network Elements: Prices	Article VII 2.2	<p>The rates and charges for Unbundled Network Elements are set forth in Appendix D attached to this Agreement and made a part hereof. Should there be no price identified in Appendix D, the rates and charges shall be as set by the Commission, negotiated between the Parties, set pursuant to the applicable BFR or ICB process, or as specified in the appropriate CenturyTel tariff if specifically referenced in this Article or specified by **CLEC in the LSR/ASR.</p>	<p>The rates and charges for Unbundled Network Elements are set forth in Appendix D attached to this Agreement and made a part hereof, or under the appropriate CenturyTel tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix E.</p>
246.	Unbundled Network Elements: Connection to Unbundled Elements	Article VII 2.3	<p>Connection to Unbundled Elements.</p> <p>CenturyTel will provide non-discriminatory access, on an unbundled basis, to the UNEs provided for in this Article VII, and as additionally required by Applicable Law.</p> <p>**CLEC may access UNEs at any technically feasible point.</p> <p>CenturyTel will provide **CLEC with UNEs in a manner</p>	<p>Networks</p> <p>The parties agree to the terms and conditions for access to UNEs based on the Act, and the rules and regulations promulgated by the FCC and the Commission.</p>

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			that permits **CLEC to combine these UNEs with any facilities that **CLEC may itself provide, or that may be provided by third parties, in accordance with the following:	**CLEC may connect to the UNEs listed in this Article VII, provided that the UNE is Currently Available and connection to the UNE is technically feasible. **CLEC may combine these UNEs with any facilities that CenturyTel will provide **CLEC with the same features, functions and capabilities of a particular element that CenturyTel provides itself, and **CLEC may interconnect at any technically feasible point on the CenturyTel network, as explained in this Agreement.
247.	Unbundled Network Elements: Connection to Unbundled Elements	Article VII 2.3.1	Where connection of **CLEC facilities to unbundled elements shall be effectuated through collocation arrangements, each unbundled element shall be delivered, at **CLEC's request, to **CLEC's designated terminal block, or equivalent termination point, as a part of the collocation arrangement. Each loop or port element shall be delivered to **CLEC collocation arrangement cross-connection applicable to the unbundled elements. Applicable rates for this cross-connection are specified along with the Loop rates in Appendix D.	Connection of **CLEC facilities to unbundled elements shall be achieved via physical Collocation arrangements **CLEC shall maintain at the Central Office at which the unbundled services are resident, or pursuant to such other collocation arrangements as may be permissible under a separate Collocation Agreement between the Parties.
248.	Unbundled Network Elements: Connection to Unbundled Elements	Article VII 2.3.2	**CLEC may combine UNEs obtained from CenturyTel, and it is also may combine those UNEs with its own facilities. CenturyTel will provide to **CLEC all combinations of UNEs as required by Applicable Law.	Qualifying Service: Each UNE obtained by **CLEC must be used to provision a Qualifying Service. A Qualifying Service is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain ILECs, including, but not limited to, local exchange service (such as "Plain Old Telephone Service"), and access service (such as DSL services and high-capacity circuits). A written statement must accompany all orders for UNEs that will carry such Qualifying Service in accordance with the CenturyTel Service Guide.
249.	Unbundled Network Elements:	Article VII 2.4	CenturyTel shall provide UNEs of a quality and nature provided to its own customers, in accordance with Applicable Law. CenturyTel will not be responsible for	CenturyTel shall not be responsible for impacts on service attributes, grades of service, etc., resulting from **CLEC's specific use of or modification to any UNE.

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	Service Quality		impacts on service attributes, grades of service, etc., resulting from any unusual use of or extraordinary modification to any UNE.	
250.	Unbundled Network Elements: Provisioning and Support	Article VII 2.5	CenturyTel agrees to provide UNEs in a timely, nondiscriminatory manner, considering the need and volume of requests, in accordance with applicable requirements and agreed upon service provisioning intervals. CenturyTel shall provide power to such elements on the same basis as CenturyTel provides to itself or to any third parties .	CenturyTel agrees to provide UNEs in a timely, manner, considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. CenturyTel shall provide power to such UNEs on the same basis as CenturyTel provides to itself or to any third parties.
251.	Ordering and Billing	Article VII 3.1	**CLEC will order services for unbundled elements directly from CenturyTel via United States Mail, E-Mail, facsimile or any electronic interfaces made available. This section describes generally the processes the Parties will use for ordering, provisioning, and billing for UNEs, which specific provisions of this Agreement may be supplemented, by mutual agreement, by the terms of the CenturyTel Guide.	**CLEC will order services for unbundled loops directly from CenturyTel via United States Mail or, facsimile or electronic mail. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide..
252.	Ordering and Billing	Article VII 3.2	Service Requests. Orders for unbundled loops and ports will be submitted utilizing standard LSR forms. Orders for unbundled dedicated transport will be placed utilizing standard ASR forms. CenturyTel will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. The CenturyTel Guide will contain up-to-date LSR and ASR forms, which forms will be made available to **CLEC in an electronic format. Complete and accurate forms (containing the requisite end-user information as described in the CenturyTel Guide) must be provided by **CLEC before a request can be processed.	Local Request/Access Service Request. Orders for unbundled loops will be placed utilizing standard LSR forms. Orders for unbundled dedicated transport will be placed utilizing standard ASR forms. CenturyTel will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the CenturyTel Service Guide) must be provided by **CLEC before a request can be processed.
253.	Certificate of Operating Authority	Article VII 3.3	**CLEC represents and warrants to CenturyTel that it is a certified provider of local service.	

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254.	Nonrecurring Charges	Article VII 3.4	**CLEC shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to UNEs purchased by **CLEC, as listed in D.	**CLEC shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to UNEs as listed in Appendix E. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits) not identified in Appendix E will be charged from the appropriate tariff.
255.	Transfers between **CLECS	Article VII 3.5	When **CLEC has obtained an end-user customer from another carrier using CenturyTel UNEs, **CLEC will inform CenturyTel of the transfer by submitting standard LSR and/or ASR forms to CenturyTel.	When **CLEC has obtained an end-user customer from another CLEC using CenturyTel UNEs, **CLEC will inform CenturyTel of the transfer by submitting standard LSR and/or ASR forms to CenturyTel.
256.	Direct Connection	Article VII 4.2.1	When connecting its own loop facility directly to CenturyTel's NID for a residence or business customer, **CLEC must make a clean cut on the CenturyTel drop wire at the NID so that no bare wire is exposed. **CLEC shall not remove or disconnect CenturyTel's drop wire from the NID or take any other action that might cause CenturyTel's drop wire to be left lying on the ground.	**CLEC shall be permitted to connect its own Loop directly to CenturyTel's NID in cases in which **CLEC uses its own facilities to provide local service to an end-user formerly served by CenturyTel, as long as such direct connection does not adversely affect CenturyTel's network. In order to minimize any such adverse effects, the following procedures shall apply:
257.	Direct Connection	Article VII 4.2.2	At multi tenant customer locations, ** CLEC must remove the jumper wire from the distribution block (i.e. the NID) to the CenturyTel cable termination block. If ** CLEC cannot gain access to the cable termination block, ** CLEC must make a clean cut at the closest point to the cable termination block. At ** CLEC's request and discretion, CenturyTel will determine the cable pair to be removed at the NID in multi-tenant locations. ** CLEC will compensate CenturyTel for work necessary to identify the cable pair to be removed in accordance with Appendix D	At multi tenant customer locations, ** CLEC must remove the jumper wire from the distribution block (i.e. the NID) to the CenturyTel cable termination block. If ** CLEC cannot gain access to the cable termination block, ** CLEC must make a clean cut at the closest point to the cable termination block. At ** CLEC's request and discretion, CenturyTel will determine the cable pair to be removed at the NID in multi-tenant locations. ** CLEC will compensate CenturyTel for the trip charge necessary to identify the cable pair to be removed.
258.	Direct Connection	Article VII 4.2.4	CenturyTel Loop elements leased by ** CLEC will be required to terminate only on a CenturyTel NID. If ** CLEC, when leasing a CenturyTel Loop wants to utilize a ** CLEC or third party NID, they will also lease a CenturyTel NID for the direct loop termination and effect a NID to NID connection. Rates for the Loop and NID are reflected in Appendix D, along with associated non-recurring charges.	CenturyTel Loop elements leased by ** CLEC will be required to terminate only on a CenturyTel NID. If ** CLEC, leasing a CenturyTel loop wants a ** CLEC NID, they will also be required to lease a CenturyTel NID for the direct loop termination and effect a NID to NID connection. Rates for the Loop and NID are reflected in Appendix D, along with associated non-

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				recurring charges.
259.	NIN-to-NID Connection	Section VII 4.3	Rather than connecting its loop directly to CenturyTel's NID, **CLEC may also elect to install its own NID and effect a NID to NID connection to gain access to the end-user's inside wiring.	Parties may cross-connect NIDs. Both Parties agree to the following NID to NID Connection standards.
260.	NIN-to-NID Connection	Section VII 4.3.1	7.4.3.1 If **CLEC provides its own loop facilities, it may elect to move all inside wire terminated on a CenturyTel NID to one provided by **CLEC. In this instance, a NID to NID connection will not be required. **CLEC, or the end-user premise owner, can elect to leave the CenturyTel disconnected NID in place, or to remove the CenturyTel NID from the premise and dispose of it entirely.	<p>Party may access the end user's customer-premises wiring by any of the following means and Party shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the other Party's NID:</p> <p>a) Provider shall allow Party to connect its loops directly to Provider's if space is available and is not used by the Provider or any other telecommunications carriers to provide service to the premises.</p> <p>b) Where an adequate length of the end user's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID. CenturyTel has the same rights with respect to **CLEC's NID.</p> <p>c) Parties may enter the subscriber access chamber or dual chamber NID for the purpose of extending a connect divisioned or spliced jumper wire from the customer premises wiring through a suitable "punch-out" hole of such NID enclosures; or</p> <p>d) Request Provider to make other rearrangements to the end user customer premises wiring terminations or terminal enclosure on a time</p>

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				and materials cost basis.
261.	NIN-to-NID Connection	Section VII 4.3.2	Deleted provision	In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless the Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be **CLEC's responsibility to ensure there is no safety hazard and will hold CenturyTel harmless for any liability associated with the removal of the Provider's loop from the Provider's NID, with the indemnification provisions of Article III Section 28.1 to be applicable. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
262.	NIN-to-NID Connection	Section VII 4.3.3	Deleted provision	In no case shall either Party remove or disconnect ground wires from Provider's NIDs, enclosures, or protectors.
263.	NIN-to-NID Connection	Section VII 4.3.4	Deleted provision	In no case shall either Party remove or disconnect NID modules, protectors, or terminals from Provider's NID enclosures.
264.	NIN-to-NID Connection	Section VII 4.3.5	Deleted provision	If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals

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				between the end user's customer premises and the Distribution Media and/or cross connect to **CLEC's NID.
265.	NIN-to-NID Connection	Section VII 4.3.6	Deleted provision	Existing Provider's NIDs will be provided in "as is" condition. A Party may request Provider to do additional work to the NID on a time and material basis. When **CLEC deploys its own local loops with respect to multiple-line termination devices, **CLEC shall specify the quantity of NIDs connections that it requires within such device.
266.		Article VII 4.4	Intentaionally left blank.	
267.	Loop Elements: Service Description	Article VII 5.1	Service Description A "Loop" is as defined in Applicable Law and the terms of this Agreement. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or its equivalent, in a CenturyTel end office or Wire Center to and including a demarcation or connector block in/at a subscriber's premises.	Element Description The local loop UNE is the transmission facility (or channel or group of channels on such facility) that extends from a Main Distribution Frame (MDF) or its equivalent, in a CenturyTel central office to and including a demarcation or connector block in/at a subscriber's premises. As described below, different rules govern loop UNEs provisioned over "home run" Copper Loop facilities, Hybrid Loops comprised of fiber and copper, and stand-alone fiber loop facilities.
268.	Categories of Loops	Article VII 5.2.1	<p>"2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility may also include carrier derived facility components (i.e. pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for dial tone services. CenturyTel will comply with Commission modem speed requirements and any other essential service requirement. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.</p>	<p>There are six categories of unbundled loop UNEs that are provisioned over Copper Loops:</p> <p>(a) "2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility may also include carrier derived facility components (i.e. pair gain applications, loop concentrators/ multiplexers). This type of unbundled loop is commonly used for local exchange services. CenturyTel does not guarantee data modem speeds</p>

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				on a 2-wire analog loop. In addition, CenturyTel does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix E along with associated non-recurring charges.
269.	Categories of Loops	Article VII 5.2.2	“4 wire Analog Loop” conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. CenturyTel will comply with Commission modem speed requirements and any other essential service requirement. In addition, CenturyTel does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix ED along with associated non-recurring charges.	4 wire Analog Loop” conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. CenturyTel does not guarantee data modem speeds on a 4-wire analog loop. In addition, CenturyTel does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix ED along with associated non-recurring charges.
270.	Categories of Loops	Article VII 5.2.3	“2-Wire Digital Loop” is a transmission facility capable of transporting digital signals up to 160 kbps, with no greater loss than 38 db. end-to-end, measured at 40 kHz without midspan repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). In addition, 2-wire digital loops, dependent on loop make-up, may be configured to support Enhanced Copper Technologies (ECT’s), such as ADSL. When utilizing ADSL technology, **CLEC is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards. Rates for the loop, inclusive of the NID, are reflected in Appendix ED along with associated non-recurring charges.	“2-Wire Digital Loop” is a transmission facility capable of transporting digital signals up to 160 kbps, with no greater loss than 38 db. end-to-end, measured at 40 kHz without midspan repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). In addition, 2-wire digital loops, dependent on loop make-up, may be configured to support Enhanced Copper Technologies (ECT’s), such as ADSL. When utilizing ADSL technology, **CLEC is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards. These loops will be provisioned without load coils or bridged taps. A 2-wire digital loop is not available for ECTs where CenturyTel has provisioned its local network utilizing Digital Loop Carriers (DLCs). Also, CenturyTel does not provide the electronics required for ECTs provisioned via 2-wire Digital Loops. Rates

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				for the loop, inclusive of the NID, are reflected in Appendix ED along with associated non-recurring charges.
271.	Categories of Loops	Article VII 5.2.4	“4-Wire Digital Loop” is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 MBPS. Dependent on loop length, this facility may require midspan repeaters. When a 4-wire digital loop is used by **CLEC to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz. should be less than 34 db. The DC resistance of a single wire pair should not exceed 1100 ohms. Rates for the loop, inclusive of the NID, are reflected in Appendix ED along with associated non-recurring charges.	4-Wire Digital Loop” is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 MBPS. Dependent on loop length, this facility may require midspan repeaters. When a 4-wire digital loop is used by **CLEC to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz. should be less than 34 dB. The DC resistance of a single wire pair should not exceed 1100 ohms. These loops will be provisioned without load coils or bridge taps. A 4-wire digital loop is not available for ECTs where CenturyTel has provisioned its local network utilizing Digital Line Concentrators (DLCs). Also, CenturyTel does not provide the electronics required for ECTs provisioned via 4-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix ED along with associated non-recurring charges.
272.	Categories of Loop UNEs Provisioned Over Copper, Hybrid and Stand-Alone Fiber Loops	Article VII 5.3(e)	CenturyTel shall make available the Dark Fiber loop UNE where it exists in CenturyTel’s network and where, as a result of future building or deployment, it becomes available.	CenturyTel shall make available the Dark Fiber loop UNE where it exists in CenturyTel’s network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is used by CenturyTel for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including CenturyTel, because of transmission problems or because it is scheduled for removal due to documented changes to roads and infrastructure; (4) CenturyTel has plans to use the fiber within a two-year planning period; or (5) the loop terminates to a residential end user premises. CenturyTel is not required to place the fiber for Dark Fiber Loop if

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				none is available.
273.	Conditioned Loops	Article VII 5.4	**CLEC may also require that the analog loops ordered above be conditioned in order for them to provide the end user service. Examples of this type of conditioning are: Type C, Type DA, and Improved C. The price for such conditioning shall be the applicable charge as provided in Appendix D.	
274.	Conditioned Loops	Article VII 5.4.1	Upon **CLEC request and where available, digital copper loops may be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL service without additional conditioning. Additional charges (e.g. Mid-span Repeaters) may apply for these digital loops.	**CLEC may also require that the analog copper loops described above be conditioned in order for them to provide the end user service, including: Type C, Type DA, and Improved C. The price for such conditioning shall be the applicable charge as provided in Appendix E, if available. If **CLEC demands other types of loop conditioning, they will be provided to the extent offered in CenturyTel's tariffs and under their terms.5.4.2 Upon **CLEC request and where available, digital copper loops may be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL service without additional conditioning. Additional charges (e.g. Mid-span Repeaters) may apply for these digital loops. The price for such conditioning shall be the applicable charge as provided in Appendix E, if available, or from the appropriate CenturyTel intrastate special access tariff.
275.	Loop Testing	Article VII 5.5.1	CenturyTel will not perform routine testing of the unbundled loop for maintenance purposes. **CLEC will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. CenturyTel will perform repair and maintenance once trouble is identified by **CLEC.	CenturyTel will not perform routine testing of the unbundled loop for maintenance purposes. It will be **CLEC's responsibility to identify trouble requiring repair and maintenance. CenturyTel will perform repair and maintenance once trouble is identified by **CLEC.
276.	Loop Testing	Article VII 5.5.2	All Loop facilities furnished by CenturyTel on the premises of **CLEC's end-users and up to the network interface or	All Loop facilities furnished by CenturyTel on the premises of **CLEC's end-users and up to the network

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			functional equivalent are the property of CenturyTel. CenturyTel must have access to all such facilities for network management purposes. CenturyTel employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon authorized termination or cancellation of the Loop facility, to remove such facility.	interface or functional equivalent are the property of CenturyTel. CenturyTel must have access to all such facilities for network management purposes. CenturyTel employees and agents may enter said premises during business or other reasonable hours to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.
277.	Loop Testing	Article VII 5.5.4	If **CLEC leases loops which are conditioned to transmit digital signals, as a part of that conditioning, CenturyTel will test the loop and provide recorded test results to **CLEC. In maintenance and repair cases, if loop tests are taken, CenturyTel will provides such readings to **CLEC to itself and its end-users, and third parties .	If **CLEC leases loops which are conditioned to transmit digital signals, as a part of that conditioning, CenturyTel will test the loop and report digital signaling capability to **CLEC. In maintenance and repair cases, if loop tests are taken, CenturyTel will provide any recorded readings to **CLEC at time the trouble ticket is closed in the same manner as CenturyTel provides to itself and its end-users.
278.	Pair Gain Technologies	Article VII 5.6	CenturyTel shall provide **CLEC unbundled loops where Currently Available. Where CenturyTel utilizes pair gain technology to provision facilities, including Integrated Digital Loop Carrier (IDLC) or analog carrier, CenturyTel may not be able to provision an unbundled loop. CenturyTel will, where technically feasible, provision an unbundled loop using pair gain technology, the capabilities of such unbundled loop may be limited to what CenturyTel provisions. If an ordered unbundled loop using pair gain technology does not meet **CLEC's requirements, CenturyTel will use alternate facilities to provision the unbundled loop. If alternate facilities are not Currently Available or do not meet **CLEC requirements, CenturyTel will advise **CLEC that facilities are not available to provision the requested unbundled loop. **CLEC may use the Bona Fide Request (BFR) process specified in Article VII of this Agreement to request CenturyTel to construct additional facilities at **CLEC expense.	

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279.	Pair Gain Technologies	Article VII 5.6.1	CenturyTel will permit **CLEC to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements **CLEC maintains at a CenturyTel Wire Center for the purpose of accessing unbundled Loop elements.	
280.	Unbundled Loop Facility Qualification	Article VII 5.7	If **CLEC plans to deploy service enhancing technologies (e.g. ADSL, HDSL, ISDN, etc.) over unbundled copper loops that would foreseeably potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, **CLEC is responsible for notifying CenturyTel of its intent. CenturyTel will determine if there are any existing or planned service enhancing technologies deployed within the same cable sheath that would be interfered with if **CLEC deployed the proposed technology. If there are existing service enhancing technologies deployed or in the process of being deployed by CenturyTel or other **CLECs that would be unreasonably degraded , or if CenturyTel has existing near term plans (within 6 months of the date of facility qualification) to deploy such technology, CenturyTel will so advise **CLEC and **CLEC shall not be permitted to deploy such service enhancing technology. If **CLEC disagrees with CenturyTel's determination, the Parties will jointly review the basis for CenturyTel's decision and attempt to mutually resolve the disagreement. Should the Parties be unable to resolve the disagreement through the normal course of business, either Party may invoke the Dispute Resolution provisions of this Agreement.	If **CLEC plans to deploy service enhancing technologies (e.g. ADSL, HDSL, ISDN, etc.) over unbundled Copper Loops that could potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, **CLEC is responsible for notifying CenturyTel of its intent. CenturyTel, upon **CLEC request , will determine if there are any existing or planned service enhancing technologies deployed within the same cable sheath that would be interfered with if **CLEC deployed the proposed technology. If there are existing service enhancing technologies deployed or in the process of being deployed by CenturyTel or other **CLECs, or if CenturyTel has existing near term plans (within six (6) months of the date of facility qualification) to deploy such technology, CenturyTel will so advise **CLEC and **CLEC shall not be permitted to deploy such service enhancing technology. If **CLEC disagrees with CenturyTel's determination, the Parties will jointly review the basis for CenturyTel's decision and attempt to mutually resolve the disagreement.
281.	Unbundled Loop Facility Qualification	Article VII 5.7.3	If **CLEC fails to notify CenturyTel of its plans to deploy service enhancing technology over an unbundled analog voice grade loop or **CLEC fails to properly order an unbundled digital loop and obtain prior qualification from CenturyTel for the facilities, and, **CLEC's deployment of such technology is determined to have caused unreasonable interference with existing service enhancing technologies deployed by CenturyTel or other **CLECs in the same cable sheath,	When **CLEC fails to notify CenturyTel of its plans to deploy service enhancing technology over an unbundled analog voice grade Copper Loop or **CLEC fails to properly order an unbundled digital loop and obtain prior qualification from CenturyTel for the facilities, if, **CLEC's deployment of such technology is determined to have caused interference with existing or planned service enhancing technologies deployed by

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			CenturyTel will notify **CLEC and **CLEC will, without delay, take action to remediate such interference.	CenturyTel or other **CLECs in the same cable sheath, CenturyTel will notify **CLEC and **CLEC will immediately remove such service enhancing technology and shall reimburse CenturyTel for all incurred expense related to this interference.
282.	Subloop UNEs	Article VII 5.7.1	Deleted provision	The subloop is a network element defined as a transmission facility between any portion of the loop that is technically feasible to access at terminals in CenturyTel's outside plant and the end-user customer premises. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing the splice case to reach the wire within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the remote terminal and the feeder distribution interface. CenturyTel will provide unbundled access to all subloop components used for access to multiunit premises. For non-multiunit premises, CenturyTel will provide unbundled access to the 2- and 4-wire copper distribution components of Hybrid Loops.
283.	Unbundled Loop Facility Compatibility	Article VII 5.8	Provided **CLEC is on notice, pursuant to Section 5.6 of this Article or otherwise, of the service enhancing copper cable technology deployed on an unbundled copper loop, CenturyTel will not deploy service enhancing copper cable technologies within the same cable sheath that will be incompatible with **CLEC technology or service. Should CenturyTel's deployment of such technology be determined to have caused unreasonable interference with existing service enhancing technologies deployed or services provided by **CLEC or its affiliates in or through the same cable sheath, **CLEC will notify CenturyTel and CenturyTel will, without delay, take action to remediate such interference.	

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284.	Subloops	Article VII 5.9.1	CenturyTel will as separate items the loop distribution, loop concentrator and loop feeder.	CenturyTel will provide subloop UNEs on a case-by-case basis pursuant to a BFR.
285.	Subloops	Article VII 5.9.2	CenturyTel will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by CenturyTel and **CLEC. Such loop access facilities will be designed and constructed in accordance with the requirements of Applicable Law.	CenturyTel will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by CenturyTel and **CLEC.
286.	Port and Local Switching Elements.	Article VII 6	Port and Local Switching Elements. Not included as part of this Agreement. Upon request of **CLEC, the terms and conditions for access to Port and Local Switching Elements will be negotiated by the Parties.	Local Switching and Ports UNEs Must be negotiated as part of a Commercial Service Agreement.
287.	Transport Elements: Shared Transport	Article VII 7.1	Shared Transport (also known as Common Transport) is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end-user dialed digits and routes the call over a Shared Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end-user (CenturyTel end-user or **CLEC end-user), and are referred to as “Shared Transport Facilities.”	
288.	Transport Elements: Shared Transport	Article VII 7.1.1	Many calls riding shared transport facilities will also be switched by CenturyTel’s access tandem. This tandem switching function is included as a rate component of Shared Transport, as set forth in Appendix A.	
289.	Transport Elements: Shared Transport	Article VII 7.1.2	The rating of Shared Transport is based upon the duration of a voice grade (or DS0) call on CenturyTel’s network. Shared Transport is comprised of three billing components: (1) Transport Facility per ALM (usage and distance sensitive); (2) Transport Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is	

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			implemented for generating AMA recordings that identify tandem routed local calls, the parties will use a Shared Transport composite rate using the Tandem Switching rate, two (2) terminations, and an assumed Facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.	
290.	Transport Elements: Shared Transport	Article VII 7.1.3	CenturyTel is responsible for the sizing of the Shared Transport network. All analysis, engineering, and trunk augmentations to Common Transport Trunk Groups will be the sole responsibility of CenturyTel. To ensure that the network is appropriately sized, CenturyTel may request traffic forecasts from the **CLEC requesting unbundled local switching. These forecasts must be provided to CenturyTel on a quarterly basis, with a 12 month outlook.	
291.	Transport Elements: Shared Transport	Article VII 7.1.4	CenturyTel provides shared transport between CenturyTel end offices or between a CenturyTel end office and the IP of a connecting telecommunications company. Shared transport will include tandem switching if CenturyTel's standard network configuration includes tandem routing for traffic between these points.	
292.	Dedicated Transport	Article VII 7.2	Dedicated Transport transmission facilities, including all Technically Feasible capacity related services including, but not limited to, DS1, DS3, and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by CenturyTel or requesting telecommunications carriers. Dedicated Transport may extend, for example, between two CenturyTel switches or from a CenturyTel switch to a **CLEC switch or location. In providing Dedicated Transport, CenturyTel shall provide **CLEC with exclusive use of all technically feasible facilities, features, functions, and capabilities, and shall do so on a non-discriminatory basis.	Dedicated Transport is a UNE that is dedicated to a single requesting carrier for the purpose of transporting Qualifying Services between designated CenturyTel switches or central offices. Dedicated Transport is a dedicated UNE that... has no switching components. **CLEC Dedicated Transport can be purchased in bandwidth increments of DSO, DS1 or DS3 at rates outlined in special Access Tariff.

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293.	Dedicated Transport	Article VII 7.2.1	**CLEC Dedicated Transport is the dedicated transport facility connecting the CenturyTel switch. The Customer Designated Location (CDL) will be the designated location where the **CLEC's physical network begins.	
294.	Dedicated Transport	Article VII 7.2.2	This UNE includes the equipment required to terminate the interoffice facility within requesting **CLEC's CDL and within the CenturyTel Serving Wire Center (SWC). The product also includes the transport facility between the two locations. **CLEC Dedicated Transport is a dedicated UNE which has no switching components. **CLEC Dedicated Transport can be purchased in bandwidth increments of DSO, DS1, DS3, and OCn, at rates outlined in Appendix D.	
295.	Dedicated Transport	Article VII 7.2.3	**CLEC Dedicated Transport consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements that vary by bandwidth.	
296.	Dedicated Transport	Article VII 7.2.4	Interoffice Dedicated Transport is the Dedicated Transport facility connecting two CenturyTel SWCs or offices. Interoffice Dedicated Transport excludes the facilities between the Serving Wire Center (SWC) and the CDL. Interoffice Dedicated Transport is a dedicated UNE which has no switching components. Interoffice Dedicated Transport can be purchased at the bandwidth levels of DSO, DS1, DS3 and OCn, at rates outlined in Appendix D.	
297.	Signaling Network UNE	Article VII 8	Deleted provision	Must be negotiated as part of a Commercial Service Agreement.
298.	Line Sharing and Line Splitting	Article VII 8.1	CenturyTel will provide Line Sharing under this Agreement, in accordance with all Applicable Law, at the rates set forth in this Agreement.	
299.	Line Sharing and Line Splitting	Article VII 8.2	CenturyTel shall provision Line Splitting arrangements under the Agreement pursuant to Applicable Law. CenturyTel shall enable **CLEC to engage in line splitting using a splitter collocated at the Central Office. A "Splitter" is a device that divides the data and voice signals concurrently moving across the loop, directing the voice	

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			traffic through copper tie cables to the switch and the data traffic through another pair of copper tie cables to multiplexing equipment for delivery to the packet-switched network. The Splitter may be directly integrated into the DSLAM equipment or may be externally mounted. Splitters will be provided by **CLEC, and installed by **CLEC in **CLEC's physical collocation space or installed and maintained by CenturyTel in a common area on racks leased by the **CLEC.	
300.	Line Sharing and Line Splitting	Article VII 8.2.1	There are two wiring configurations associated with the DSLAMS installed in **CLEC's physical collocation space:	
301.	Line Sharing and Line Splitting	Article VII 8.2.1.1	the DSLAM is direct wired to the POTS Splitter; and	
302.	Line Sharing and Line Splitting	Article VII 8.2.1.2	the DSLAM is direct wired to the MDF.	
303.	Line Sharing and Line Splitting	Article VII 8.3	CenturyTel's obligation to provide **CLEC with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network element pursuant to Applicable Law.	
304.	Line Sharing and Line Splitting	Article VII 8.4	CenturyTel shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.	
305.	Line Sharing and Line Splitting	Article VII 8.5	**CLEC may, at its option, utilize the LSR process to order line splitting.	
306.	Multiplexing UNE	Article VII 9	Multiplexing (or Channelization) provides the capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) Loop or collocation cross-connect to be multiplexed or channelized at a CenturyTel central office. Channelization may be offered with both the high and low speed sides to be connected to collocation. Channelization may be accomplished through the use of a stand-alone multiplexer	The price for Multiplexing shall be the applicable charge as provided in the appropriate CenturyTel special access tariff.

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			or a digital cross-connect system at the discretion of CenturyTel. Once Multiplexing has been installed, **CLEC may request channel activation on an as-needed basis and CenturyTel shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. The price for Multiplexing shall be the applicable charge as provided in the Appendix D.	
307.	Combinations of UNEs	Article VII 10.1	CenturyTel will provide **CLEC with combinations of UNEs upon request, and will convert existing services to combinations of unbundled Loop and Transport UNEs, in accordance with Applicable Law. There are no qualification or certification requirements in connection with such access or conversion. The rate for any such combinations shall be the sum of the individual element rates contained in Appendix D.	In General. CenturyTel will provide ** CLEC with combinations of UNEs upon request, and will convert existing services to combinations of unbundled Loop and Transport UNEs, subject to the restrictions in this section.
308.	Combinations of UNEs	Article VII 10.2	**CLEC may commingle traffic carried over the Loop/Transport combination with services obtained from a CenturyTel tariff. Notwithstanding any other provision of the Agreement or any CenturyTel tariff, CenturyTel shall permit **CLEC to commingle a UNE or Combination or Declassified Network Elements with wholesale services obtained from CenturyTel, and to also convert wholesale services to a UNE or Combination. Commingling is defined as set forth in FCC Rule 51.5. CenturyTel shall, upon request of **CLEC, perform the functions necessary to commingle a UNE or Combination with one or more facilities or services or inputs that **CLEC has obtained at wholesale from CenturyTel. CenturyTel shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon **CLEC.	CLEC may commingle traffic carried over the Loop/Transport combination with services obtained from a CenturyTel tariff. When such commingling takes place, CenturyTel will not perform split billing (or ratcheting) of the UNE and tariffed service rates for the Transport UNE element, but will instead charge the tariffed service rate for the transport function.
309.	Combinations of UNEs	Article VII 10.2.1	The rates, terms and conditions of the applicable access tariff will apply to wholesale services, and the rates, terms	

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			and conditions of this Agreement will apply to UNEs or Combinations of Network Elements as set forth in Appendix D to this Agreement. “Ratcheting,” as that term is defined by the FCC, shall not be required.	
310.	Combnations of UNEs	Article VII 10.2.2	CenturyTel shall cooperate fully with **CLEC to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede **CLEC’s ability to implement new Commingled arrangements and convert existing arrangements to Commingled arrangements in a timely and efficient manner and in a manner that does not affect service quality, availability, or performance from the end user’s perspective. For the avoidance of doubt, CenturyTel acknowledges and agrees that the language of this Agreement complies with and satisfies the requirements of CenturyTel’s wholesale and access tariffs with respect to Commingling. CenturyTel shall not change its wholesale and access tariffs in any fashion that impacts the availability or provision of Commingling under this Agreement, unless CenturyTel and **CLEC have amended this Agreement in advance to address CenturyTel’s proposed tariff changes	
311.	Combination of UNEs	Article VII 10.2	Deleted provision	Eligibility Criteria for Certain UNE Combinations. Combinations of high capacity (DS1 and above) unbundled Transport and/or Loop UNEs are subject to eligibility criteria. First, each individual UNE ordered in the combination must carry a Qualifying Service. In addition, the Loop/Transport combination must meet the following criteria: (a) State certification to provide local voice service, or proof of registration, tariff, and compliance filings;

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				<p>(b) At least one local number must be assigned per DS1 circuit prior to provision of service over the circuit; each DS1 equivalent on a DS3 EEL must have a local number assigned prior to provision of service (28 local numbers per DS3);</p> <p>(c) Each circuit must have 911/E911 capability prior to the provision of service over that circuit;</p> <p>(d) Termination of the circuit to a Collocation or Reverse Collocation arrangement,</p> <p>(e) Each circuit must be served by an interconnection trunk in the same LATA over which calling party number (“CPN”) will be transmitted,</p> <p>(f) One DS1 interconnection trunk (over which CPN will be passed) must be maintained for every 24 DS1 EELs,</p> <p>(g) The circuit must be served by a Class 5 switch or other switch capable of providing local voice traffic.</p> <p>(h) Other criteria and guidelines as provided by the FCC or Commission will also apply. **CLEC must certify in writing that it meets the above criteria for each UNE combination it requests, at the time of ordering the combination.</p>
312.	Auditing	Article VII 10.3	Deleted provision	CenturyTel has the right to audit compliance with the above qualifications, and will do so in conformance with the rules of the FCC and the Commission.
313.	Commingling	Article VII		Moved to VII KMC’s 10.2

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
		10.4		
314.	Line Splitting and Line Sharing UNEs	Article VII 11	Deleted heading	
315.	SS7 Transport and Signaling	Article VII 11(new)	Not included as part of this Agreement. Upon request of **CLEC, the terms and conditions for SS7 Transport and signaling will be negotiated by the Parties.	Must be negotiated as part of a Commercial Service Agreement.
316.	Call Related Database UNE	Article VII 12	Deleted provision	Must be negotiated as part of a Commercial Service Agreement.
317.	OS/DA UNE	Article VII 13	Deleted provision	Must be negotiated as part of a Commercial Service Agreement.
318.	OSS UNE	Article VII 14	Deleted provision	Must be negotiated as part of a Commercial Service Agreement.
319.	Service Management Systems UNE	Article VII 15	Deleted provision	Must be negotiated as part of a Commercial Service Agreement.
320.	911 and E-911 Database	Article VII 16	Deleted provision	Must be negotiated as part of a Commercial Service Agreement.
321.	Bona Fide Request Process: Intent	Article VII 12.1	The Bona Fide Request (BFR) process is intended to be used when the terms and conditions for services, features, capabilities or functionalities requested by **CLEC have not been previously defined and agreed upon by the Parties.	The BFR process is intended to be used when **CLEC requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.
322.	Bona Fide Request Process: Process	Article VII 12.2.1	A BFR shall be submitted in writing by **CLEC and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications as may be necessary to clearly define the request and provide CenturyTel with sufficient information to analyze and prepare a response.	46.2.1 A BFR shall be submitted in writing by **CLEC and shall specifically identify the need to include technical requirements, and/or other such specifications that clearly define the request such that CenturyTel has sufficient information to analyze and prepare a response.
323.	Bona Fide Request Process: Process	Article VII 12.2.3	Within five (5) Business Days of its receipt , CenturyTel shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.	Within twenty (20) Business Days of the BFR's receipt by CenturyTel , CenturyTel shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.

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324.	Bona Fide Request Process: Process	Article VII 12.2.4	Except under extraordinary circumstances, within Forty-Five (45) Business Days of its receipt of a BFR, CenturyTel shall provide a proposed price and availability date, or it will provide an explanation as to why CenturyTel elects can not to meet **CLEC's request. If extraordinary circumstances prevail, CenturyTel will inform **CLEC as soon as it realizes that it cannot meet the Forty-Five (45) Business Day response due date for CenturyTel to provide its response will be extended by ten (10) days, with additional extensions as agreed to by **CLEC in writing.	Except under extraordinary circumstances, within sixty (60) Business Days of its receipt of a BFR, CenturyTel shall provide a proposed price and availability date, or it will provide an explanation as to why CenturyTel elects not to meet **CLEC request. If extraordinary circumstances prevail, CenturyTel will inform **CLEC as soon as it realizes that it cannot meet the sixty (60) Business Day response due date. **CLEC and CenturyTel will then determine a mutually agreeable date for receipt of the response.
325.	Bona Fide Request Process: Process	Article VII 12.2.6	Upon affirmative response from CenturyTel, **CLEC will submit in writing its acceptance or rejection of CenturyTel's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request CenturyTel agrees to meet, the Dispute resolution procedures described in Article III herein may be invoked by either Party.	
326.	911/E-911 Arrangements	Article VIII 2	Deleted provision	These arrangements shall be provided pursuant to local tariff, or a separate agreement of the Parties if not in the local tariff.
327.	Information Services: Routing	Article VIII 3.1	Moved to section 9.	Each party shall route traffic for Information Services (i.e., 900-976, Internet, weather lines, sports providers, etc.), which originates on its network to the appropriate Information Service Platform.
328.	Information Services: Billing and Collection and Information Service provider (ISP) Remuneration	Article VIII 3.2.1	Moved to section 9.	In the event CenturyTel performs switching of ISP traffic associated with resale for **CLEC, CenturyTel shall provide to **CLEC the same call detail records that CenturyTel records for its own end-users, so as to allow **CLEC to bill its end-users, CenturyTel shall not be responsible or liable to **CLEC or the ISP for Billing and Collection and/or any receivables of Information Service Providers.
329.	Information Services: Billing	Article VIII 3.2.2	Deleted provision	Notwithstanding and in addition to Article III, Section 28, CenturyTel shall be indemnified and held

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
	and Collection and Information Service provider (ISP) Remuneration			harmless by **CLEC from against any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigation and court costs which may arise as a result of the provisions contained in this Article VIII, Section 3.2. The Indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.
330.	Information Services: Billing and Collection and Information Service provider (ISP) Remuneration	Article VIII 3.2.3	Deleted provision	CenturyTel agrees to notify **CLEC in writing within ten (10) Business Days, by registered or certified mail at the address specified in Article III, Section 30, of any claim made against CenturyTel with respect to the obligations subject to the indemnification and hold harmless provisions of Article VIII, Section 3.2.2.
331.	Information Services: Billing and Collection and Information Service provider (ISP) Remuneration	Article VIII 3.2.3	Deleted provision	It is understood and agreed that the indemnity and hold harmless provision provided for this in Article VIII, Section 3.2.2 are to be interpreted and enforced as to provide indemnification for liability of CenturyTel to the fullest extent now or hereafter permitted by law.
332.	900-976 Call Blocking	Article VIII 4	Deleted provision	CenturyTel shall not unilaterally block 900-976 traffic in which CenturyTel performs switching associated with resale. CenturyTel will block 900-976 traffic when requested to do so, in writing, by **CLEC. **CLEC shall be responsible for all costs and liabilities associated with the 900-976 call blocking request. CenturyTel reserves the right to block any and all calls, which may harm or damage its network
333.	911/E-911 Arrangements	Article VIII 2	The following Article VIII, Section 2 is applicable only where CenturyTel is the primary service provider of 911/E-911 service and responsible for coordinating and provisioning 911/E-911 service with the appropriate	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
			governmental agency, and **CLEC is providing local dial tone service.	
334.	Description of Service	Article VIII 2.1	When requested by the primary service provider, **CLEC will install from each of its host central office switches a minimum of two (2) dedicated trunks to CenturyTel's 911/E-911 selective routers (i.e., 911 tandem offices) that serve the areas in which **CLEC provides Exchange Services, for the provision of 911/E-911 services and for access to all subtending Public Safety Answering Point (PSAP). The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multi-frequency (MF) tones that will deliver ANI with the voice portion of the call. CenturyTel will provide **CLEC with the appropriate CLLI (Common Language Location Identifier) Codes and specifications of the tandem office serving area or the location of the primary Public Safety Answering Point (PSAP) when there is no 911 routing in that 911 district. If a **CLEC central office serves end-users in an area served by more than one (1) CenturyTel 911/E-911 selective router, **CLEC will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E-911 selective routers or primary PSAP. CenturyTel will be responsible for coordinating, provisioning and ordering any dedicated trunks for 911/E-911 service.	
335.	Transport	Article VIII 2.2	If CenturyTel desires to obtain transport from **CLEC to the **CLEC host central office switch, CenturyTel may purchase such transport from **CLEC. Rates will be defined as part of a separate compensation agreement between **CLEC and CenturyTel.	
336.	Cooperation and Level of	Article VIII 2.3	The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end-user. The Parties	

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	Performance		will work together to facilitate the prompt, reliable and efficient interconnection of **CLEC's systems to the 911/E-911 platforms, with a level of performance that will provide the same grade of service as that which CenturyTel provides to its own end-users.	
337.	Basic 911 and E-911 General Requirements	Article VIII 2.4.1	Basic 911 and E-911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).	
338.	Basic 911 and E-911 General Requirements	Article VIII 2.4.2	Where CenturyTel has a 911 selective router installed in the network serving the 911 district, CenturyTel shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the PSAP responsible for the caller's location.	
339.	Basic 911 and E-911 General Requirements	Article VIII 2.4.3	All requirements for E-911 also apply to the use of SS7, where available, as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.	
340.	Basic 911 and E-911 General Requirements	Article VIII 2.4.4	Basic 911 and E-911 functions provided to **CLEC shall be at least at parity with the support and services that CenturyTel provides to its subscribers for such similar functionality.	
341.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5	Basic 911 and E-911 access from Local Switching shall be provided to **CLEC in accordance with the following:	
342.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.1	CenturyTel and **CLEC shall conform to all state regulations concerning emergency services.	
343.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.2	For E-911, both **CLEC and CenturyTel shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via Master Street Address guide (MSAG) comparison listed in Section 2.4.5.5.	
344.	Basic 911 and E-	Article VIII	If legally required by the appropriate jurisdiction,	

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	911 General Requirements	2.4.5.3	CenturyTel shall provide or overflow 911 traffic to be routed to CenturyTel operator services or, at **CLEC's discretion, directly to **CLEC operator services.	
345.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.4	Basic 911 and E-911 access from the **CLEC local switch shall be provided from CenturyTel to **CLEC in accordance with the following:	
346.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.4.1	In government jurisdictions where CenturyTel has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "primary service provider"), **CLEC shall participate in the provision of the 911 System as follows:	
347.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.4.1.1	Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.	
348.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.4.1.2	**CLEC and CenturyTel recognize that the primary service provider in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber records to the database organization of that primary service provider. **CLEC and CenturyTel will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the primary service provider. Primary service provider database responsibilities are covered in Section 2.4.5.5 of this Article.	
349.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.4.1.3	**CLEC shall have the right to verify the accuracy of information regarding **CLEC customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.	
350.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.4.2	If a third party is the primary service provider to a 911 district, **CLEC shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
			**CLEC are totally separate from this Agreement and CenturyTel makes no representations on behalf of the third party.	
351.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.4.3	If **CLEC or Affiliate is the primary service provider to a 911 district, **CLEC and CenturyTel shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.	
352.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.4.4	Interconnection and database access shall be at rates as set forth in Appendix E.	
353.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.4.5	CenturyTel shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.	
354.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.4.6	In a resale situation, where it may be appropriate for CenturyTel to update the ALI database, CenturyTel shall update such database with **CLEC data in an interval no less than is experienced by CenturyTel subscribers, or than for other carriers, whichever is faster, at no additional cost.	
355.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.5	The following are Basic 911 and E-911 Database Requirements:	
356.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.5.1	The ALI database shall be managed by CenturyTel, but is the property of CenturyTel and any participating LEC or **CLEC which provides their records to CenturyTel.	
357.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.5.2	Copies of the MSAG shall be provided within five (5) Business Days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix E.	
358.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.5.3	**CLEC shall be solely responsible for providing **CLEC database records to CenturyTel for inclusion in CenturyTel's ALI database on a timely basis.	
359.	Basic 911 and E-	Article VIII	CenturyTel and **CLEC shall arrange for the automated	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
	911 General Requirements	2.4.5.5.4	input and periodic updating of the E-911 database information related to **CLEC end-users. CenturyTel shall work cooperatively with **CLEC to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). CenturyTel shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version format as defined by the primary service provider.	
360.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.5.5	**CLEC shall assign an E-911 database coordinator charged with the responsibility of forwarding **CLEC end-user ALI record information to CenturyTel or via a third party entity, charged with the responsibility of ALI record transfer. **CLEC assumes all responsibility for the accuracy of the data that **CLEC provides to CenturyTel.	
361.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.5.6	CenturyTel shall update the database within one (1) Business Day of receiving the data from **CLEC. If CenturyTel detects an error in the **CLEC provided data, the data shall be returned to **CLEC within one day from when it was provided to CenturyTel. **CLEC shall respond to requests from CenturyTel to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.	
362.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.5.7	CenturyTel agrees to treat all data on **CLEC subscribers provided under this Agreement as strictly confidential and to use data on **CLEC subscribers only for the purpose of providing E-911 services.	
363.	Basic 911 and E-911 General Requirements	Article VIII 2.4.5.5.8	CenturyTel shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from **CLEC. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for **CLEC is “ [to be provided];” the NENA Carrier Code for CenturyTel is [to be provided].	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
364.	Basic 911 and E-911 General Requirements	Article VIII 2.4.6	CenturyTel and **CLEC will comply with the following requirements for network performance, maintenance and trouble notification.	
365.	Basic 911 and E-911 General Requirements	Article VIII 2.4.6.1	Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by CenturyTel for trunks between the selective router and all associated PSAPs.	
366.	Basic 911 and E-911 General Requirements	Article VIII 2.4.6.2	Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.	
367.	Basic 911 and E-911 General Requirements	Article VIII 2.4.6.3	CenturyTel shall notify **CLEC forty-eight (48) hours in advance of any scheduled testing or maintenance affecting **CLEC 911 service. CenturyTel shall provide notification as soon as possible of any unscheduled outage affecting **CLEC 911 service.	
368.	Basic 911 and E-911 General Requirements	Article VIII 2.4.6.4	All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).	
369.	Basic 911 and E-911 General Requirements	Article VIII 2.4.7	Basic 911 and E-911 Additional Requirements.	
370.	Basic 911 and E-911 General Requirements	Article VIII 2.4.7.1	**CLEC and CenturyTel shall be responsible for reporting all errors, defects and malfunctions to one another. CenturyTel and **CLEC shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.	
371.	Basic 911 and E-911 General Requirements	Article VIII 2.4.7.2	**CLEC may enter into subcontracts with third parties, including **CLEC Affiliates, for the performance of any of **CLEC's duties and obligations stated herein.	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
372.	Basic 911 and E-911 General Requirements	Article VIII 2.4.7.3	Where CenturyTel is the primary service provider, CenturyTel shall provide **CLEC with notification of any pending selective router moves within at least ninety (90) days in advance.	
373.	Basic 911 and E-911 General Requirements	Article VIII 2.4.7.4	Where CenturyTel is the primary service provider, CenturyTel shall establish a process for the management of Numbering Plan Area (NPA) splits by populating the ALI database with the appropriate new NPA codes.	
374.	Basic 911 and E-911 General Requirements	Article VIII 2.4.7.5	Where CenturyTel is the primary service provider, CenturyTel shall provide the ability for **CLEC to update the 911 database with end-user information for lines that have been ported via INP or LNP.	
375.	Basic 911 and E-911 General Requirements	Article VIII 2.5	Basic 911 and E-911 Information Exchanges and interfaces. Where CenturyTel is the primary service provider:	
376.	Basic 911 and E-911 General Requirements	Article VIII 2.5.1	CenturyTel and **CLEC shall arrange for the automated input and periodic updating of the E-911 database information related to **CLEC end-users. CenturyTel shall work cooperatively with **CLEC to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). CenturyTel shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version format as defined by the primary service provider.	
377.	Basic 911 and E-911 General Requirements	Article VIII 2.5.2	Updates to MSAG. Upon receipt of an error recording a **CLEC subscriber's address from CenturyTel, and where CenturyTel is the primary service provider, it shall be the responsibility of **CLEC to ensure that the address of each of its end-users is included in the Master Street Address Guide (MSAG) via information provided on **CLEC's LSR or via a separate feed established by **CLEC pursuant to Section 2.4.5.7 of this Article.	
378.	Basic 911 and E-911 General	Article VIII 2.5.3	The ALI database shall be managed by CenturyTel, but is the property of CenturyTel and all participating telephone	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
	Requirements		companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for **CLEC subscriber shall meet industry standards.	
379.	Compensation	Article VIII 2.6.1	For states where CenturyTel bills and keeps the 9-1-1 surcharges, **CLEC will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to CenturyTel. Payments to CenturyTel are due within thirty (30) days of **CLEC's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment as a separate line item in the remittance documentation. CenturyTel will work with the government agency to include **CLEC in the 911/E-911 government agency agreement as soon as possible. CenturyTel will seek to update network costs with the government agency on an annual basis for any new local exchange carriers since the date of the original 911/E-911 agreement.	
380.	Compensation	Article VIII 2.6.2	Should the 9 1 1 surcharge fee change, CenturyTel will promptly inform **CLEC of that change so that **CLEC may conform to the new rate(s).	
381.	Liability	Article VIII 2.7	CenturyTel will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs.	
382.	Directory Listings and Directory Distribution for **CLEC's Resale Customers	Article VIII 4.1	If **CLEC wishes to employ CenturyTel for provisioning of directory listings and directory distribution services for **CLEC's Resale Customers, such services will be provided pursuant to the terms set forth below and at a cost to be agreed upon by CenturyTel and **CLEC. To the extent any aspects of such services are not addressed below, **CLEC will be required negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with CenturyTel's publication company. While CenturyTel reserves all existing rights to Reseller's	Listings and directory services will be provided by CenturyTel for **CLEC's customers. **CLEC will be required to execute a Directory Service Agreement with CenturyTel. CenturyTel will provide directory listings and directory distribution services in accordance with the terms and conditions of such an agreement. Further, CenturyTel reserves all existing rights to **CLEC's end-user listings. It is also agreed, that CenturyTel has a right to **CLEC's end-user listings, without any charge being paid to **CLEC.

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			listings, Reseller may, at Reseller's option, negotiate a separate agreement for directory listings and directory distribution with CenturyTel's publication company.	
383.	Directory Listings and Directory Distribution: Listings	Article VIII 4.2	<p>**CLEC agrees to supply CenturyTel on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listings information for **CLEC's Resale Customers who wish to be listed in any CenturyTel published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code), telephone numbers, and the Resale Customer's desired Yellow Pages classified heading. Nothing in this Agreement shall require CenturyTel to publish a directory where it would not otherwise do so.</p> <p>Listing inclusion in a given directory will be in accordance with CenturyTel's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as CenturyTel's listings.</p>	
384.	Directory Listings and Directory Distribution: Distribution	Article VIII 4.3	<p>Upon directory publication, CenturyTel will arrange for the initial distribution of the directory to listed Resale Customers in the directory coverage area.</p> <p>**CLEC will supply CenturyTel in a timely manner with all required Resale Customers mailing information including non-listed and non-published Resale Customers mailing information, to enable CenturyTel to perform its distribution responsibilities.</p>	
385.	Directory Listings and Directory Distribution for **CLEC's Non-Resale	Article VIII 4.4	If **CLEC wants CenturyTel for Directory Publication, **CLEC will be required to negotiate a separate agreement for directory listings and directory distribution with CenturyTel's publication company	

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	Customers.			
386.	Master Street Address Guide (SAG).	Article VIII 6	CenturyTel will provide to **CLEC upon request the Master Street Address Guide at a reasonable charge. Two companion files will be provided with the MSAG which lists all services and features at all end offices, and lists services and features that are available in a specific end office.	
387.	Dialing Format Changes.	Article VIII 7	CenturyTel will provide reasonable notification to **CLEC of changes to local dialing format, i.e., 7 to 10 digit, by end office.	
388.	Transfer of Service Announcement.	Article VIII 8	When an end user customer transfers service from CenturyTel to **CLEC, or **CLEC to CenturyTel, and does not retain its original telephone number, the Party formerly providing service to the end user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer. The length of time the announcement is provided will be the same as it provides the announcement for its own customers.	
389.	Collocation	Article IX	Deleted provision	CenturyTel will provide Collocation for purposes of interconnection or access to UNEs pursuant to the terms and conditions of CenturyTel's Local Tariff for collocation, if applicable, and/or a separate agreement between the Parties.
390.	Access to Poles, Ducts, Conduits and Rights-of-Way	Article IX	To the extent required by the Act and Applicable Law , CenturyTel and **CLEC shall each afford to the other access to the poles, ducts, conduits and Rights Of Way (ROW) it owns or controls on terms, conditions and prices comparable to those offered to any other entity or contained in each Party's tariffs and/or standard agreements. Upon request, CenturyTel will provide to **CLEC copies of agreements, executed wit other entities, including any license agreements, memoranda or understanding and the like. Accordingly, if CenturyTel and **CLEC desire access to the	To the extent required by the Act, CenturyTel and **CLEC shall each afford to the other access to the poles, ducts, conduits and ROW it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to in each Party's tariffs and/or standard agreements. Accordingly, if CenturyTel and **CLEC desire access to the other Party's poles, ducts, conduits or ROWs, CenturyTel and **CLEC shall execute Pole Attachment and conduit occupancy agreements. **CLEC agrees that Pole Attachment and

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
			other Party's poles, ducts, or ROWs, CenturyTel and **CLEC shall execute pole attachment and conduit occupancy agreements. **CLEC agrees pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to CenturyTel facilities or uses CenturyTel's conduit to the extent that the terms are not otherwise provided for in this Agreement . Unauthorized attachments or use of conduit will be a breach of this agreement .	conduit occupancy agreements must be executed separately before it makes any Pole Attachments to CenturyTel facilities or uses CenturyTel's conduit according to the terms of this Agreement. Unauthorized Pole Attachments or unauthorized use of conduit will be a breach of this Agreement .
391.	Service Quality Standards	Appendix G	The Service Quality Standards set forth in this Appendix are in addition to and not in place of satisfaction of specific performance standards elsewhere in this agreement or required by Applicable Law. Services, facilities, and features provided by CenturyTel under this Agreement shall be equal to quality to those provided to itself, its affiliates, or any other Party.	
392.	Telecommunications Service for Resale	Appendix G	As part of this agreement, CenturyTel will meet or exceed State Commission industry-wide service quality standards defined by Commission order, rule or CenturyTel practice. CenturyTel will provide **CLEC with service installation and guarantees at parity with that provided to its own retail end users, other local exchange carriers, or a CenturyTel affiliate. **CLEC's remedy for non-compliance with the above, will be to file a written complaint concerning the non-compliance with the Commission.	
393.	Unbundled Network Elements	Appendix G	CenturyTel will comply with Public Service Commission of Missouri and Federal Communications Commission and industry-wide service quality standards. Until the Commission or FCC establish industry wide service quality standards or standards specific to CenturyTel for the provision of Unbundled Network Elements, CenturyTel has established target intervals that may be used when placing firm service order requests, or for general planning purposes.	

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			<p>CenturyTel will make every effort to accommodate service requests utilizing these intervals. As with all service provisioning requests, the target intervals assume an error free request, normal working conditions including safety, load, weather, and availability of equipment and facilities. Due dates will be provided via Firm Order Confirmation (FOC) process for each individual order.</p> <p>The day the order is received by CenturyTel is considered the start of the interval process. Local Service Requests (LSR) returned to a **CLEC for clarification may result in an extended or revised FOC interval or Targeted Service Interval.</p>	
394.	Installation Service Intervals	Appendix G	<p>Daily # of Target Service Loops Interval FOC Interval 1-5 5 days 2 days 6-14 7 days 3 days 15 + Negotiated Negotiated</p> <p>Targeted Service Interval is the number of days from the receipt of request to completion of order. FOC Interval is the number of days from the receipt of request to Firm Order Confirmation (FOC). Each Loop must be submitted on a separate LSR.</p>	
395.	Interconnection	Appendix G	<p>CenturyTel will comply with Public Service Commission of Missouri, Federal Communications Commission, and industry-wide service quality standards. Until the Commission or FCC establish industry wide service quality standards or standards specific to CenturyTel for the provision of interconnection and related services, the Parties will utilize the CenturyTel established standards or the standards to which Southwestern Bell is subject in State of Missouri, whichever result in a higher service quality standard.</p>	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
			CenturyTel will employ best efforts to meet all applicable intervals. Due dates will be provided via Firm Order Confirmation (FOC) process for each individual order in accordance with these targets.	
396.	Repair Interval	Appendix G	<p>Time interval for repair of service problems reported by **CLEC.</p> <p>CenturyTel will meet or exceed the Missouri PSC's repair requirement of restoration within twenty-four hours (24) hours. CenturyTel will provide **CLEC with repair services at parity with that provided to its own retail end users other entities. Repairs will be prioritized in the following manner: (1) Special Access services, i.e., T1's, DS1's, Ds3's; (2) Business Customers utilizing PBX services; (3) Business Customers utilizing Key Systems; and (4) Residential Service.</p>	
397.	Performance Remedy Plan	Appendix G	<p>The Parties agree to utilize a self-executing performance remedy plan (PRP) that will contain financial penalties for substandard performance by CenturyTel. The PRP will be based on the performance remedy plan established by the Commission for Southwestern Bell (SWBT), as modified and amended as of the date of this Agreement. The PRP will be modified from the SWBT plan to reflect only a) the pro-rata size of the CenturyTel market as compared to the SWBT-Missouri market, b) the UNEs, Interconnection and services to be utilized by **CLEC, and c) technical distinctions between the interfaces used by CenturyTel and those employed by SWBT. The CenturyTel PRP will be updated annually to reflect modifications and amendments to the SWBT performance plan.</p>	
398.	Century Service Guide: Introduction	Appendix I 1	The following describes generally the operations support systems that CenturyTel will use and the related functions that are available for ordering, provisioning and billing for	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
			interconnection facilities and services and unbundled network elements. Unbundled network elements are defined as loops, network interface devices, local circuit switching, dedicated and shared transport, signaling and operations support systems. The terms and conditions contained in this Appendix are in addition to the terms and conditions of the Agreement and other requirements of the Applicable Law.	
399.	Pre Ordering Generally	Appendix I 2	<p>When services are available, except as specifically provided otherwise, service ordering, provisioning, billing and maintenance shall be governed by this writing. Before orders can be taken, the Competitive Local Exchange Carrier (“**CLEC”) will provide CenturyTel with its Operating Company Number (“OCN”)/Company Code (“CC”) as follows:</p> <p>(a) The **CLEC must provide their OCN/CC (four-digit alpha-numeric assigned by the National Exchange Carrier Association (“NECA”)) on the **CLEC Profile to CenturyTel.</p> <p>(b) If the Customer Carrier Name Abbreviation (“CCNA”) is populated with CUS (Customer) and the customer has an industry assigned code, the **CLEC must provide the CC field before the Local Service Request (“LSR”) order forms can be processed. Otherwise, CC is an optional field.</p>	
400.	Pre Ordering Generally: **CLEC Profile.	Appendix I 2.1	The **CLEC agrees to warrant to CenturyTel that it is a certified provider of telecommunications service and must provide the information required on the **CLEC Profile. The **CLEC will document its Certificate of Operating Authority on the **CLEC Profile and agrees to update the Profile as required to reflect its current certification.	

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401.	Pre Ordering Generally: Customer Proprietary Network Information	Appendix I 2.2	Prior to the placement of any order to change or establish a Customer's service and/or prior to release of any Customer's Customer Proprietary Network Information ("CPNI"), the **CLEC must show that it is authorized to obtain CPNI and to place orders for telephone exchange service. Attachment 1 must be completed and signed by all parties prior to placement of orders and/or release of CPNI.	
402.	Pre Ordering Generally: Forms	Appendix I 2.3	The Parties adopt the Ordering and Billing Forum ("OBF") LSR and Directory Service Request ("DSR") forms for the ordering, confirmation and billing of unbundled services and directory assistance services. The Parties adopt the OBF Access Service Request ("ASR") forms for the ordering, confirmation and billing of trunk-side interconnection. These forms may be obtained via the Alliance for Telecommunications Industry Solutions ("ATIS") web site at www.atis.org.	
403.	Service Ordering Service Provisioning and Billing: Order Processing	Appendix I 3.1.1	Order Expectations. The Parties agree to exchange and to update end user contact and referral numbers for order inquiry, trouble reporting and billing inquiries. The Parties also agree to exchange and to update internal order, repair and billing points of contact.	
404.	Service Ordering Service Provisioning and Billing: Order Processing	Appendix I 3.1.2	CenturyTel shall provide the **CLEC with a specified customer contact center for purposes of placing service orders via facsimile or U.S. Mail and coordinating the installation of services via telephone calls, facsimile , U. S. Mail, or electronic interfaces, as the Parties may agree.	
405.	Service Ordering Service Provisioning and Billing: Order Processing	Appendix I 3.1.3	CenturyTel will make its best efforts to process such service orders during normal operating hours.	
406.	Service Ordering Service Provisioning and	Appendix I 3.1.4	Upon request, CenturyTel will provide current CenturyTel customer proprietary network information (name, address, telephone number and description of services	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
	Billing: Order Processing		provided by CenturyTel including Primary Interexchange Carrier (“PIC”) and white page directory listing information) with proper Documentation of Authorization (see Attachment 1). The provision of CPNI will be via facsimile.	
407.	Service Ordering Service Provisioning and Billing: Order Processing	Appendix I 3.1.5	If an end user’s service has been temporarily disconnected for non-payment, the end user’s previous telephone number will not be made available to the **CLEC until the end user’s outstanding balance has been paid.	
408.	Service Ordering Service Provisioning and Billing: Operations Support Systems for Trunk-Side Interconnection	Appendix I 3.2	<p>The **CLEC will be able to order trunk-side interconnection services and facilities from CenturyTel via facsimile , the United States Mail, or via any available electronic interfaces. Orders for trunk-side interconnection will be initiated by an Access Service Request (“ASR”) sent by the **CLEC. ASRs for trunk-side interconnection must be sent to CenturyTel to be entered into CenturyTel’s Circuit Order Processing System (“COPS”) for processing. An identification of the access tandem to end office relationships required to support the requested service must be stated on the ASR.</p> <p>Once an order for line-side interconnection service is established, it is moved for provisioning to the next system level. Here, CenturyTel will validate and process the LSR to establish an account for the **CLEC and, if CenturyTel continues to provide some residual services to the customer, CenturyTel will maintain a separate account. If any engineering for the service is necessary, the service order would be distributed to the appropriate personnel. Otherwise, it will be distributed for facility assignment.</p> <p>With the account established and any engineering and facility assignment complete, CenturyTel then will provide a record to CenturyTel’s field personnel if physical</p>	

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			interconnection or similar activity is required. The field personnel will provision the service and then confirm such provision in the service order system when completed. Call records for actual service provided to the **CLEC's customers on CenturyTel facilities will be transmitted from CenturyTel's switches to the toll processing system and eventually delivered to the billing system for the generation of bills.	
409.	Operations Support Systems for Unbundled Elements and Resale	Appendix I 3.3.1	The **CLEC will also be able to order services for unbundled network elements, as well as interim number portability, directly from CenturyTel. To initiate an order for these services or elements, the **CLEC will submit an LSR from its data center to CenturyTel. CenturyTel will accommodate submission of LSR orders by facsimile, United States Mail, or via any available electronic interfaces. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests.	
410.	Operations Support Systems for Unbundled Elements and Resale	Appendix I 3.3.2	Upon receipt of the LSR, CenturyTel will process the request. After the LSR is processed, CenturyTel will transmit confirmation to the **CLEC that the LSR has been processed, providing a record of the telephone number and due date.	
411.	Operations Support Systems for Unbundled Elements and Resale	Appendix I 3.3.3	Most LSRs will be used either to transfer an existing CenturyTel customer to the **CLEC or to request service for a new customer who is not an existing CenturyTel customer. Depending on the situation, different information will be required on the LSR. LSRs for a conversion of a CenturyTel local customer to the **CLEC must include information relating to all existing, new and disconnected services for that customer, including the customer's name, type of service desired, location of service and features or options the customer desires. For service to a new customer who is not an existing CenturyTel customer, the LSR must contain the	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
			customer's name, service address, service type, services, options, features and **CLEC data. If known, the LSR should include the telephone number and due date/desired due date.	
412.	Operations Support Systems for Unbundled Elements and Resale	Appendix I 3.3.4	Number assignments and due date schedules for services other than single line service and hunt groups up to 12 lines will be assigned within the time period that CenturyTel uses for its own customers following CenturyTel's receipt of the LSR using the standard Firm Order Confirmation ("FOC") report, and thereby providing a record of the newly established due date. An exception would be a multi-line hunt group for 12 lines or more. The other numbers then will be provided through the normal confirmation process.	
413.	Operations Support Systems for Unbundled Elements and Resale	Appendix I 3.3.5	The processing of specifically requested telephone numbers for new customers (called "vanity numbers") is as follows. CenturyTel service representatives will work with the **CLEC representatives off line as CenturyTel would for its own customers to process vanity numbers as expeditiously as possible. The basic tariff guidelines for providing telephone numbers will be followed.	
414.	Operations Support Systems for Unbundled Elements and Resale	Appendix I 3.3.6	CenturyTel will produce the required bills for unbundled elements and local number portability. Daily unrated records for Local Traffic usage on the **CLEC's accounts will be generated and provided to the **CLEC.	
415.	Operations Support Systems for Unbundled Elements and Resale	Appendix I 3.3.7	CenturyTel will provide the **CLEC with detailed monthly billing information in a paper format.	
416.	Operations Support Systems for Unbundled Elements and	Appendix I 3.3.8	CenturyTel accepts the **CLEC's control reports, and both parties agree to utilize industry standard return codes for unbillable messages. Tape data will conform to industry standards. Data will be delivered Monday	

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	Resale		through Friday except for holidays as agreed. Data packages will be tracked by invoice sequencing criteria. CenturyTel contacts will be provided for sending/receiving usage files.	
417.	Operations Support Systems for Unbundled Elements and Resale	Appendix I 3.3.9	CenturyTel will retain data backup for 45 Business Days. To the extent this retention is exclusively for the **CLEC, the **CLEC shall reimburse CenturyTel for all expenses related to this retention at a mutually agreeable rate.	
418.	Operations Support Systems for Unbundled Elements and Resale	Appendix I 3.3.10	In addition to the LSR delivery process, the **CLEC will distribute directory listing information (sometimes referred to hereafter as “DL information”) to CenturyTel via the LSR ordering process. CenturyTel will provide listings service.	
419.	Operations Support Systems for Unbundled Elements and Resale	Appendix I 3.3.11	As the **CLEC places a request for a Primary Interexchange Carrier (“PIC”) change via LSR, the billing will be made on the **CLEC account associated with each individual end user. Detail is provided so that the **CLEC can identify the specific charges for rebilling to their end user.	
420.	Maintenance: General Overview	Appendix I 4.1.1	If the **CLEC requires maintenance for its local service customers, the **CLEC will initiate a request for repair (sometimes referred to as a “trouble report”) by calling CenturyTel’s Plant Support Center. During this call, CenturyTel service representatives will verify that the end-user is a **CLEC customer and will then obtain the necessary information from the **CLEC to process the trouble report. The CenturyTel representative will give the **CLEC an estimated time that the analysis will be completed. Maintenance and repair of CenturyTel facilities is the responsibility of CenturyTel and will be performed at no incremental charge to the **CLEC. If, as a result of a **CLEC-initiated trouble report, trouble is found to be the responsibility of the **CLEC (e.g., non-network cause, or cause at the customer’s premises),	

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Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
			CenturyTel will charge the **CLEC for trouble isolation in accord with the terms and conditions of the interconnection agreement. The **CLEC will have the ability to report trouble for its end users to appropriate trouble reporting centers 24 hours a day, 7 days a week. The **CLEC will be assigned a customer contact center when initial service agreements are made.	
421.	Maintenance: General Overview	Appendix I 4.1.2	CenturyTel then will process all the **CLEC trouble reports in the dispatch queue along with CenturyTel trouble reports in the order they were filed (first in, first out), with priority given to out-of-service conditions. If, at any time, CenturyTel would determine that a commitment time given to the **CLEC becomes in jeopardy, CenturyTel service representatives will contact the **CLEC by telephone- at the number designated by **CLEC for that purpose- to advise of the jeopardy condition and provide a new commitment time.	
422.	Maintenance: General Overview	Appendix I 4.1.3	Trouble reports in the dispatch queue will be transmitted to CenturyTel field personnel service technicians who will repair the service problems and clear the trouble reports. The CenturyTel service technicians will clear the trouble report via voice mail to the Plant Support Center. The Plant Support Technician will contact the **CLEC via telephone, fax or E-mail, as specified by **CLEC. The **CLEC will be responsible for contacting its customer. The status of trouble resolution and timing can be obtained at no charge from the CenturyTel Plant Support Center.	
423.	Maintenance: General Overview	Appendix I 4.1.4	CenturyTel will resolve repair requests by or for the **CLEC local service customers using CenturyTel's existing repair system in parity with repair requests by CenturyTel end users and other entities. CenturyTel will respond to service requests for the **CLEC using the same time parameters and procedures that CenturyTel uses.	
424.	Network	Appendix I	Network Maintenance and Management. The Parties will	

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MASTER LIST OF ISSUES BETWEEN KMC AND CENTURYTEL

Issue	Issue Statement	Section(s)	KMC Language	CenturyTel Language
	Managements Controls	4.2.1	work cooperatively to install and maintain a reliable network.	
425.	Network Managements Controls	Appendix I 4.2.2	Network Management Controls. Each Party shall provide a 24-hour contact number for network surveillance issues to the other Party's network management center. An E-mail address must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively so 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.	
426.	Interface	Appendix I 5	All reasonable costs and reasonable expenses, pre-approved by the **CLEC, for any new or modified electronic interfaces exclusively to meet the **CLEC's requirements that CenturyTel determines are technically feasible and CenturyTel agrees to develop will be paid by the **CLEC. Costs for development of systems intended for common use or actually used by competing carriers will be reasonably and fairly assessed based on a mutually agreed method of cost recovery.	