05-MA-130

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March 14, 2003

HAND DELIVERED
Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
610 N. Whitney Way
P.O. Box 7854
Madison, WI 53707-7854

MASTER FILE COPY

Re: Level 3 Communications, LLC/CenturyTel Arbitration
Docket No. 05-MA-130

Dear Ms. Dorr:

Enclosed for filing please find the original executed Interconnection Agreement between CenturyTel of the Midwest-Kendall, LLC, and Level 3 Communications, LLC. This Agreement was approved by Order of the Commission on February 13, 2003.

I have been authorized by counsel for the above-named CenturyTel companies to submit the enclosed Interconnection Agreement for filing.

I certify that a copy of this filing has been served on counsel for the above-named CenturyTel companies by hand delivery and by electronic mail on this date, March 14, 2003.

Sincerely,

WHEELER, VAN SICKLE & ANDERSON, S.C.

Janet L. Kelly

Niles Berman
Janet L. Kelly

NB/lac
Enclosures
cc: Mark Edwards

MKE
* Docs
* T-05
Withdrawing - Agreement in MA

Michelle Krezek
Michael R. Romano

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

CENTURYTEL OF MIDWEST– KENDALL, LLC.
TELEPHONE USA OF WISCONSIN, LLC.
CENTURYTEL OF CENTRAL WISCONSIN, LLC.

AND

LEVEL 3 COMMUNICATIONS, LLC

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This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is by and between CenturyTel of the Midwest–Kendall, LLC, Telephone USA of Wisconsin, LLC, and CenturyTel of Central Wisconsin, LLC with its address for purposes of this Agreement at 100 Century Park Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Level 3 Communications, LLC (LEVEL 3) in its capacity as a certified Competitive Local Exchange Carrier and alternative telecommunications utility with its address for this Agreement at 1025 Eldorado Blvd., Broomfield, CO 80021. (CenturyTel and LEVEL 3 being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Wisconsin only (the "State").

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

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

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

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

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CenturyTel and LEVEL 3 hereby covenant and agree as follows:

ARTICLE I

SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, and to the extent required by the Act and other applicable provisions of federal and state law, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs, where allowed under the Act, the purchase by LEVEL 3 of certain telecommunications services provided by CenturyTel in its franchise areas for resale by LEVEL 3, the purchase by LEVEL 3 of certain Unbundled Network Elements from CenturyTel, and the terms and conditions of the collocation of certain equipment of LEVEL 3 in the premises of CenturyTel. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Public Service Commission of Wisconsin (the "Commission") for approval pursuant to the Act and the Arbitration Award in Docket No. 05-MA-130. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyTel's cost recovery covered in this Agreement. LEVEL 3 agrees to negotiate reciprocal terms and conditions with CenturyTel based on this Agreement and to the extent required by the Act.

The services and facilities to be provided to LEVEL 3 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 Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

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.

ARTICLE II

DEFINITIONS

1. General Definitions.

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

1.1 Access Service Request (ASR)

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

1.2 Act

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.3 Affiliate

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

1.4 Answer Supervision

An off-hook supervisory signal.

1.5 Applicable Law

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

1.6 As-Is Transfer (AIT)

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

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

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

1.8 Automated Message Accounting (AMA)

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

1.9 Automatic Number Identification (ANI)

The number transmitted through the network identifying the calling party.

1.10 Basic Local Exchange Service

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

1.11 Bill-and-Keep Arrangement

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange in which 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 from the other Party.

1.12 Bona Fide Request (BFR)

Process intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFR's.

1.13 Business Day

Monday through Friday, except for holidays on which the U.S. mail is not delivered.

1.14 CenturyTel Guide

The CenturyTel Guide, which contains CenturyTel's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Guide, Appendix I.

1.15 Central Office Switch

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

1.16 Centralized Message Distribution System (CMDS)

The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.

1.17 CLLI Codes

Common Language Location Identifier Codes.

1.18 Commission

The Public Service Commission of Wisconsin.

1.19 Common Channel Signaling (CCS)

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

1.20 Competitive Local Exchange Carrier (CLEC)

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

1.21 Compliance

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

1.22 Conversation Time

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

1.23 Currently Available

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

1.24 Customer or Party

CenturyTel or LEVEL 3, depending on the context and which Party is receiving the service from the other Party.

1.25 Customer Service Record Search

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

1.26 Dedicated Transport

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC). Dedicated Transport may extend between two 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.

1.27 Disconnect Supervision

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

1.28 DS-1

A service carried at digital signal rate of 1.544 Mbps.

1.29 DS-3

A service carried at digital signal rate of 44.736 Mbps.

1.30 Electronic File Transfer

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

1.31 Enhanced Service Provider (ESP)

An Enhanced Service Provider is a customer, in accordance with 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.

1.32 E-911 Service

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.

1.33 Exchange Message Record (EMR)

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

1.34 Exchange Service

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

1.35 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, 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 where feasible.

1.36 Facility

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 46.

1.37 FCC

The Federal Communications Commission.

1.38 Generator

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 46).

1.39 Hazardous Chemical

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

1.40 Hazardous Waste

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

1.41 Imminent Danger

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

1.42 Incumbent Local Exchange Carrier (ILEC)

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

1.43 Initial Service Order

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

1.44 Interconnection Facility

See "Internetwork Facilities".

1.45 Interconnection Point (IP)

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

1.46 Interexchange Carrier (IXC)

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

1.47 Interim Number Portability (INP)

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

1.48 Information Service Provider (ISP)

"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.

1.48(a) ISP-Bound Traffic

Traffic originated by a customer of one Party to this Agreement that is delivered to an ISP served by the other Party.

1.49 Internetwork Facilities

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

1.50 ISDN User Part (ISUP)

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

1.51 Line Side

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

1.52 Local Access and Transport Area (LATA)

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

1.53 Local Exchange Carrier (LEC)

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

1.54 Local Exchange Routing Guide (LERG)

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

1.55 Local Number Portability (LNP)

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

1.56 Local Service Request (LSR)

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

1.57 Local Traffic

Traffic that is originated by an end user of one Party and terminates to the end user of the other Party within CenturyTel's then current local serving area, including mandatory local calling arrangements. A mandatory local calling area arrangement, ordered by the Commission, is an arrangement that provides end users a local calling area, Extended Area Service (EAS) or Extended Community Calling (ECC), beyond their basic exchange serving area. Local Traffic does not include optional local calling area's (i.e., optional rate packages that permit the end user to choose a local calling area beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Pursuant to applicable law, Local Traffic excludes ISP-Bound Traffic for purposes of intercarrier compensation.

1.58 Loop Facility Charge

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

1.59 Main Distribution Frame (MDF)

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

1.60 Meet-Point Billing (MPB)

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

1.61 Mid-Span Fiber Meet

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

1.62 Multiple Exchange Carrier Access Billing (MECAB)

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

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

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

1.64 Network Interface Device (NID)

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

1.65 911 Service

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

1.66 North American Numbering Plan (NANP)

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

1.67 Numbering Plan Area (NPA)

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

1.68 NXX Code, Central Office Code or CO Code

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

1.69 Owner or Operator

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

1.70 OZZ Code

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

1.71 Party/Parties

CenturyTel and/or LEVEL 3.

1.72 Physical Collocation

Collocation where equipment or facilities owned by LEVEL 3 is located on a premise, remote facility or enclosure owned by CenturyTel.

1.73 Pole Attachment

Refers to the definition set forth in Article XI.

1.74 Provider

CenturyTel or LEVEL 3 depending on the context and which Party is providing the service to the other Party.

1.75 Public Safety Answering Point (PSAP)

An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.76 Rate Center

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.77 Right-of-way (ROW)

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

1.78 Routing Point

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

1.79 Service Switching Point (SSP)

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

1.80 Shared Transport

The physical interoffice facility not dedicated to any one customer that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are

accessible by any end user (CenturyTel end user or LEVEL 3 end user when LEVEL 3 has purchased unbundled local switching), and are referred to as "shared transport facilities".

1.81 Signaling Point (SP)

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

1.82 Signaling System 7 (SS7)

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

1.83 Subsidiary

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

1.84 Subsequent Service Order

Applied to LSR's requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSR's, no Non-Recurring Charge (NRC) will be applied.

1.85 Synchronous Optical Network (SONET)

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

1.86 Switched Access Service

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500,700, 800, 888 and 900 access services.

1.87 Telcordia Technologies

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

1.88 Telecommunications Services

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

1.89 Third Party Contamination

Environmental pollution that is not generated by the LEC or LEVEL 3 but results from off-site activities impacting a facility.

1.90 Transfer of Service Charge

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

1.91 Trunk Side

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

1.92 Unbundled Network Element (UNE)

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

1.93 Undefined Terms

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

1.94 Virtual Collocation

Collocation where equipment or facilities of LEVEL 3 is located on a premise, remote facility, enclosure or Right of Way owned by CenturyTel and ownership of LEVEL 3 equipment or facilities is transferred to CenturyTel at the 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).

1.95 Wire Center

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

ARTICLE III

GENERAL PROVISIONS

1. Scope of General Provisions.

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

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until December 31, 2004, and shall continue in effect for consecutive six (6) month terms unless either Party gives 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").

On or after January 1, 2004, upon written notice to the other Party, either Party may initiate renegotiation of all the rates contained herein. The Parties agree to use best faith efforts to complete renegotiation of rates within 60 calendar days following receipt of such notice. In the event that such renegotiation is not concluded within said 60 calendar days, the Parties agree to implement the provisions of Article, III, Section 18 ("Dispute Resolution") of this Agreement. Any modification to the rates resulting from the renegotiation shall be retroactive to the date the notice was provided to the other Party.

2.2 Post-Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

(a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.

(b) If this Agreement is not continued pursuant to subsection (a), the Parties shall continue operations without interruption under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers (iv) any rights under Section 252(i) of the Act. If none of the above is available, the Parties shall continue under this Agreement until a new agreement is in place.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

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

(b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Sale.

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding anything to the contrary herein, the selling Party, if requested by the other Party following said notice, shall, instead of terminating this Agreement, assign this Agreement to the purchaser of the specific operating area or portion thereof in question. Notwithstanding termination or assignment of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 Liability Upon Termination.

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

3. Amendments.

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

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and LEVEL 3 has not relied on CenturyTel counsel, pursuant to this Agreement.

6. Responsibility for Payment.

CenturyTel may charge LEVEL 3 and LEVEL 3 will pay CenturyTel a deposit before CenturyTel is required to perform under this agreement if LEVEL 3 has not established a good payment history with CenturyTel. Such deposit will be calculated based on CenturyTel's estimated two-month charges to LEVEL 3 using LEVEL 3's forecast of resale lines and unbundled loops and ports. Interest will be

paid on the deposit in accordance with state requirements for end user deposits. No deposit will be required if LEVEL 3 has established a service history with CenturyTel. CenturyTel will comply with State Commission standards or tariff language approved by the Commission regarding deposits and refund obligations. If there are no applicable State Commission standards or tariff language governing refund obligations, CenturyTel shall return the deposit to Level 3, with interest, if Level 3 has made payments for services rendered under this Agreement for six (6) consecutive months in a timely manner. Further, in cases where a deposit has been refunded to Level 3, CenturyTel shall not request another deposit from level 3 except as may be permitted pursuant to this Section.

7. CLEC Profile.

CenturyTel may request information to update the LEVEL 3 CLEC Profile.

8. Contact Exchange.

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

9. Electronic Interface.

Electronic interface is not currently available. CenturyTel will accept service orders from LEVEL 3 by E-mail.

10. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), LEVEL 3 and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

10.1 Back Billing.

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

10.2 Dispute.

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

10.3 Late Payment Charge.

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

10.4 Due Date.

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

10.5 Audits.

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

11. Binding Effect.

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

12. Capacity Planning and Forecasting.

Within thirty (30) days from the 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). CenturyTel may delay processing LEVEL 3 service orders should the Parties not perform obligations as specified in this Section 12. Such responsibilities shall include but are not limited to the following:

12.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that would impact either Party's provision of services.

12.2 LEVEL 3 will furnish to CenturyTel information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.

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

12.4 LEVEL 3 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.

12.5 All forecasting information will be confidential and will be used for CenturyTel's network management or carrier service management only.

13. Compliance with Laws and Regulations.

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

14. Confidential Information.

14.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing

and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for services or UNEs placed by LEVEL 3 pursuant to this Agreement, and information that would constitute customer proprietary network information of LEVEL 3 end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to LEVEL 3 end users, whether disclosed by LEVEL 3 to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement is considered proprietary information.

14.2 Handling.

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

(a) That all Confidential Information shall be and shall remain the exclusive property of the source;

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

(e) To return promptly any copies of such Confidential Information to the source at its request; and

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

14.3 Exceptions.

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

14.4 Survival.

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

15. Consent.

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

16. Fraud.

LEVEL 3 assumes responsibility for all fraud associated with telecommunications services provided by LEVEL 3's end-user customers and accounts. CenturyTel shall bear no responsibility for, nor is it required to investigate or make adjustments to LEVEL 3's account in cases of fraud.

17. Reimbursement of Expenses.

In performing under this Agreement CenturyTel may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. CenturyTel will provide LEVEL 3 with written notification when costs are expected and LEVEL 3 will acknowledge the notification and must accept the estimated costs before CenturyTel is entitled to such reimbursement. For all such costs and expenses CenturyTel shall receive through NRCs the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel's common costs. All such costs must be developed in accordance with applicable law, including but not limited to the Act.

18. Dispute Resolution.

18.1 Alternative to Litigation.

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

18.2 Negotiations.

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

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator. The Parties agree to use the Public Service Commission of Wisconsin to arbitrate disputed issues pursuant to Commission Arbitration rules. A Party may demand such arbitration in

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

18.4 Expedited Arbitration Procedures.

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

18.5 Costs.

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

18.6 Continuous Service.

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

19. Entire Agreement.

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

20. Expenses.

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

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars,

revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

22. Good Faith Performance.

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

23. Governing Law.

This Agreement, and the Parties' performance hereunder, 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 provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

24. Standard Practices.

The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Guide. LEVEL 3 agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement, CenturyTel will provide LEVEL 3 with 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.

25. Headings.

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

26. Independent Contractor Relationship.

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

27. Law Enforcement Interface.

27.1 Except to the extent not available in connection with CenturyTel's operation of its own business, CenturyTel shall provide seven day a week/twenty-four hour a day assistance to

law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

27.2 CenturyTel agrees to work jointly with LEVEL 3 in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for LEVEL 3 customers will be identified, agreed to with LEVEL 3 and billed to LEVEL 3.

27.3 CenturyTel will, in non-emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a LEVEL 3 Customer and shall refer them to LEVEL 3.

28. Liability and Indemnity.

28.1 Indemnification.

Subject to the limitations set forth in Section 28.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

28.2 End-User and Content-Related Claims.

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

28.3 DISCLAIMER.

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

28.4 Limitation of Liability.

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

28.5 Intellectual Property.

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

29. Multiple Counterparts.

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

30. No Third Party Beneficiaries.

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

31. Notices.

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

44. Trademarks and Trade Names.

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

45. Waiver.

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

46. Environmental Responsibility.

46.1 LEVEL 3 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 LEVEL 3. LEVEL 3 shall not be responsible with respect to pre-existing hazards at the Facility. In accordance with Section 46.10, LEVEL 3 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. LEVEL 3 must demonstrate adequate training and emergency response capabilities related to Level 3 materials brought to, used, or existing at the CenturyTel Facility.

46.2 LEVEL 3, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by CenturyTel when working at a CenturyTel Facility. The Parties acknowledge and agree that nothing in this Agreement or in any of CenturyTel's practices/procedures constitutes a warranty or representation by CenturyTel that LEVEL 3's compliance with CenturyTel's practices/procedures, with this Agreement, or with CenturyTel's directions or recommendations will achieve compliance with any applicable law. LEVEL 3 is responsible for ensuring that all activities conducted by LEVEL 3 at the Facility are in accordance with all applicable federal, state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.

46.3 CenturyTel and LEVEL 3 shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the CenturyTel Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or any petroleum contamination in a manhole.

46.4 LEVEL 3 shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to LEVEL 3 after a complete and proper request by LEVEL 3 for same, then CenturyTel's permit, approval, or identification number may be used as authorized by law and upon prior approval by CenturyTel. In that case, LEVEL 3 must comply with all of CenturyTel's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of CenturyTel's permits, approvals, or identification numbers, or compliance with CenturyTel's practices/procedures constitutes a representation or warranty that LEVEL 3's activities will be in compliance with applicable laws, and such compliance or use of CenturyTel's permits, approvals, or identification numbers creates no right of action against CenturyTel.

46.5 If Third Party Contamination is discovered at a CenturyTel Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If LEVEL 3 discovers Third Party Contamination, LEVEL 3 will immediately notify CenturyTel and will consult with CenturyTel prior to making any required notification, unless the time required for prior consultation would preclude LEVEL 3 from complying with an applicable reporting requirement.

46.6 CenturyTel and LEVEL 3 shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. For fees associated with such filings, CenturyTel and LEVEL 3 must develop a cost sharing procedure.

46.7 When conducting operations in any CenturyTel manhole or vault area, LEVEL 3 shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. LEVEL 3 shall not disturb building materials containing hazardous substances prior to space or power accessibility. CenturyTel must approve any contracts or agreements to move the materials prior to disturbing the building materials. LEVEL 3 shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a CenturyTel manhole or vault area. CenturyTel shall not be responsible for any costs incurred by LEVEL 3 in meeting its obligations under this Section.

46.8 LEVEL 3 shall provide reasonable and adequate compensation to CenturyTel for any additional or increased costs associated with compliance with any federal, state, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a proximate result of providing LEVEL 3 with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.

46.9 Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between CenturyTel and the landowner. In this regard, LEVEL 3 must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).

46.10 Notwithstanding Section 27, with respect to environmental responsibility under this Section 46, CenturyTel and LEVEL 3 shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the CenturyTel Facility; it being the parties' express intention that LEVEL 3 shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 46.10.

47. TBD Prices.

Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such

price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to LEVEL 3 ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non recurring charge (NRC) for a specific UNE, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by LEVEL 3 to CenturyTel, and any overpayment shall be refunded by CenturyTel to LEVEL 3, within 45 Business Days after the establishment of the price by the Commission.

ARTICLE IV

GENERAL RULES GOVERNING RESOLD SERVICES
AND UNBUNDLED ELEMENTS

1. General.

General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate CenturyTel intrastate local, toll and access tariffs, apply to retail services made available by CenturyTel to LEVEL 3 for resale and UNEs provided by CenturyTel to LEVEL 3, 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 "LEVEL 3" as defined in this Agreement.

2. Liability of CenturyTel.

2.1 Inapplicability of Tariff Liability.

CenturyTel's general liability, as described in the CenturyTel Retail Tariff, does not extend to LEVEL 3's customers or any other third party. Liability of CenturyTel to LEVEL 3 resulting from any and all causes arising out of resold services and UNEs 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 LEVEL 3 and shall not be liable for the integration of components combined by Level 3.

2.2 No Liability for Errors.

CenturyTel is not liable for mistakes that appear in CenturyTel's listings, 911 and other information databases, or for incorrect referrals of end-users to LEVEL 3 for any ongoing LEVEL 3 service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, LEVEL 3 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 LEVEL 3's end-users or employees. For purposes of this Section 2.2, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct or gross negligence of CenturyTel or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures.

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

(a) notify CenturyTel to change the end-user back to the LEC providing service to the end-user before the change to LEVEL 3 was made; and

(b) provide any end-user information and billing records LEVEL 3 has obtained relating to the end-user to the LEC previously serving the end-user; and

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

Furthermore, CenturyTel will bill LEVEL 3 fifty dollars ($50.00) per affected line to compensate CenturyTel for switching the end-user back to the original LEC.

3.2 CenturyTel will be subject to 3.1 if LEVEL 3 can provide evidence that CenturyTel has made unauthorized changes to LEVEL 3 customers.

4. Impact of Payment of Charges on Service.

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. If either Party fails to pay when due any and all undisputed charges billed under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) calendar days after the bill date of such Unpaid Charges excepting previously disputed charges for which that Party may withhold payment, the billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges within seven (7) Business Days after receipt of the notice. The Parties expressly agree that as an exception to Article III, Section 31 ("Notices"), the 7-business day notification required in the preceding sentence may be made via facsimile or Internet or electronic messaging system, and if either such method is used, receipt shall be effective at the time such transmission has been made.

If the billed Party disputes the billed charges, it shall, within said seven (7) day period, inform the billing Party in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to 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 file a request for Dispute Resolution under Article III, Section 18 of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if the billed Party owes payment it shall make such payment to the billing Party with any late payment charge under Article III, Section 10.3, from the original payment due date. If the billed Party owes no payment, but has previously paid the billing Party such disputed payment, then the billing Party shall credit such payment including any late payment charges.

Subject to the requirements of this Agreement with respect to dispute resolution, default, and termination, the applicable policies for when the billed Party fails to pay any undisputed Unpaid Charges shall be as follows:

(a) The billing Party may discontinue service to billed Party upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to the billed Party or its end-users in the event of such disconnection.

(b) The billed Party shall, at its sole expense and within five (5) Business Days of the applicable notification by the billing Party, notify its end-users that their service may be disconnected for billed Party's failure to pay Unpaid Charges, and that its end-users must select a new provider of local exchange services.

(c) If the billed Party fails to provide such notification or any of its end-users fail to select a new provider of services within the applicable time period, the billing Party may provide local exchange services to the billed Party's end-users under the billing Party's applicable end-user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to billed Party's end-user, but will be assessed to the billed Party.

5. Unlawful Use of Service.

Services, facilities or unbundled elements provided by CenturyTel pursuant to this Agreement shall not be used by LEVEL 3 or its end-users for any purpose in violation of law. LEVEL 3, and not CenturyTel, shall be responsible to ensure that LEVEL 3 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 LEVEL 3 or disconnect particular services, facilities or unbundled elements provided under this Agreement to LEVEL 3 or, as appropriate, LEVEL 3's end-user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service, facilities or unbundled elements is prohibited by law or (ii) CenturyTel is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CenturyTel is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to LEVEL 3 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 CenturyTel the written finding of a court, then upon request of LEVEL 3 and agreement to pay restoral of service charges and other applicable service charges, CenturyTel shall promptly restore such service.

6. Timing of Messages.

With respect to CenturyTel resold measured rate local service(s), 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.

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

Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by the CenturyTel Guide. In accordance with Article III, Section 7, CenturyTel will not process resale or unbundled network element orders until the LEVEL 3 Profile has been completed and returned; and, if required, an advanced deposit paid. 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.

8. Letter of Authorization.

8.1 CenturyTel will not release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) to LEVEL 3 on CenturyTel end-user customer accounts unless LEVEL 3 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 LEVEL 3 authorizing the release of such information to LEVEL 3 or if state or federal law provides otherwise, in accordance with such law.

8.2 An (LOA) will be required before CenturyTel will process an order for Services provided in cases in which the subscriber currently receives Exchange Service from CenturyTel or from a local service provider other than LEVEL 3. Such LOA may be a blanket LOA or such other form as agreed upon between CenturyTel and LEVEL 3.

9. Customer Contacts.

Except as otherwise provided in this Agreement or as agreed to in a separate writing by LEVEL 3, LEVEL 3 shall provide the exclusive interface with LEVEL 3's end-user customers in connection with the marketing or offering of LEVEL 3 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 LEVEL 3's end-users, such personnel shall not identify themselves as representing CenturyTel. All forms, business cards or other business materials furnished by CenturyTel to LEVEL 3 end-users shall be generic in nature. In no event shall CenturyTel personnel acting on behalf of LEVEL 3 pursuant to this Agreement provide information to LEVEL 3 end-users about CenturyTel products or services unless otherwise authorized by LEVEL 3.

ARTICLE V

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article

1.1 Types of Services - This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) by CenturyTel to LEVEL 3 or by LEVEL 3 to CenturyTel and the transport and termination and billing of Local Traffic and ISP- Bound Traffic, EAS, ECC, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier (IXC) access between CenturyTel and LEVEL 3.

1.2 The services and facilities described in this Article shall be referred to in this Article V as the "Services."

1.3 New Service Requests - LEVEL 3 initiates orders for trunk-side interconnection services by sending an ASR to CenturyTel. The ordering process is described in the CenturyTel Guide. The ASR will be reviewed by CenturyTel for validation and correction of errors. Errors will be referred back to LEVEL 3. LEVEL 3 then will correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

LEVEL 3 will order services for interim number portability, 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. Except as specifically provided otherwise in this Agreement, the CenturyTel Guide shall govern service ordering, provisioning, billing and maintenance.

2.2 Rates and Charges.

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

2.3 Billing.

Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. LEVEL 3 is required to order trunks pursuant to Section 4.3.4 of this Article.

2.4 Billing Specifications.

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

2.4.1 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent Signaling System 7 (SS7) message is received from the

terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

2.4.2 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, and seconds.

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged.

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.

The Parties agree to exchange traffic associated with third party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 herein.

In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Exchange Of Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 0 of this Article. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

Any compensation due between the Parties in connection with the exchange of Information Access Traffic minutes shall be 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, and other provisions of applicable law. Pursuant to the FCC's Order on Remand and Report and Order in CC Dockets Nos. 96-98 and 99-68, ISP-Bound Traffic shall be subject to a Bill-and-Keep Arrangement.

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such

notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed.

Nothing in this Section 0 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 0, except as set forth in Section 3.1 above.

3.2.3 Compensation for Terminating Access Charges on Calls to Ported Numbers. The Parties agree that a meet point billing arrangement will be used to bill for terminating switched access charges associated with calls terminated to a ported number. Each Party will bill the IXCs applicable switched access rate elements for functions provided over each respective Party's facilities. The Parties will follow any industry standards established for call record exchanges for meet point billing. Until industry standards for call record exchanges are established for interim number portability, the Parties agree that switched access termination to a ported number will be billed by the Party providing interim number portability and that the Party billing the switched access will share the switched access revenue with the other Party. The Party providing interim number portability is entitled to keep the portion of collected access revenue associated with tandem switching, transport, and residual/transport interconnection charge rate elements, as applicable. The Party terminating ported calls is entitled to receive the portion of collected access revenue associated with the end office switching rate elements. As part of this revenue sharing arrangement, the Parties agree to compensate each other as specified in Appendix B.

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

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

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

3.2.3.4 As part of the revenue sharing arrangement described in Section 3.2.2 the Party receiving the payments on a per line per month basis agrees to provide the following information on its invoice: Name of the end user accounts, the ported telephone numbers, the telephone numbers assigned to the lines in its switch, the INP methods used, class of service, and dates of initial installation and disconnects.

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

3.3 Tandem Switching Traffic.

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

3.3.1 The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the tandem transiting charge identified in Appendix A.

3.3.2 The originating Party also assumes responsibility for compensation to the company which terminates the call.

3.3.3 Level 3 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. If Level 3 does not enter into and provide notice to CenturyTel of the above referenced arrangement within 180 days of the initial traffic exchange with relevant third party carriers, then CenturyTel may, at its sole discretion, terminate Tandem Transit Service at anytime upon thirty (30) days written notice to Level 3.

3.3.4 Level 3 shall deliver each Tandem Transit Traffic call to CenturyTel 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.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture.

LEVEL 3 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 Bona Fide Request (BFR) to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Based on the configuration, the installation time line will vary considerably, however, CenturyTel will work with LEVEL 3 in all circumstances to install IPs within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

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

(a) A Mid-Span Fiber Meet within an existing 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.

(b) A virtual or physical Expanded Interconnection Service (EIS) arrangement at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs, existing agreements or by Bona Fide Request.

(c) A special access and/or CLEC Dedicated Transport (and Interoffice Dedicated Transport) arrangement terminating at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs and/or this Agreement. These facilities will meet the standards set forth in such tariffs.

4.1.2 Level 3 may designate a point of interconnection on the CenturyTel network at a location of its choosing, subject to the single constraint of technical feasibility. The Parties shall exchange traffic at a point of interconnection within the local service area of the CenturyTel exchange (including the exchange itself and any other exchanges within the EAS or ECC territory for that serving exchange, as specified in the applicable CenturyTel tariff) serving the point of interconnection. Level 3 may also request a reduction in the number of points of interconnection by linking exchanges that are not connected by either an EAS or ECC arrangement. Such a request must identify the specific routes at issue, and CenturyTel may only object to such a request on the grounds of technical infeasibility. Any disputes over a reduction in the required points of interconnection shall be resolved pursuant to the dispute resolution procedures set forth in Article III of this Agreement.

4.2 Compensation.

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.

4.2.1 Mid-Span Fiber or copper Meet: CenturyTel will charge special access (flat rated) transport at the rates for unbundled transport set forth in this Agreement (regardless of whether Level 3 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. LEVEL 3 will charge flat rated transport to CenturyTel for LEVEL 3 facilities used by CenturyTel at tariffed rates or as mutually agreed. LEVEL 3 will apply charges based on the lesser of; (i) the airline mileage from the IP to the LEVEL 3 switch; or (ii) the airline mileage from the CenturyTel switch to the serving area boundary.

4.2.2 Collocation: CenturyTel will charge Virtual or Physical rates in Appendix F-1. LEVEL 3 will charge CenturyTel 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. LEVEL 3 will apply charges based on the lesser of (i) the airline mileage from the IP to the LEVEL 3 switch; or (ii) two (2) times the airline mileage from the CenturyTel switch to the serving area boundary.

4.2.3 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 Level 3 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.

4.3 Trunking Requirements.

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

4.3.1. The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic and ISP-Bound Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic and ISP-Bound Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.

4.3.2. LEVEL 3 shall make available to CenturyTel trunks over which CenturyTel shall terminate to end-users of LEVEL 3 -provided Exchange Services, Local Traffic, ISP-Bound Traffic and intraLATA toll or optional EAS traffic originated from end-users of CenturyTel-provided Exchange Service.

4.3.3. LEVEL 3 and CenturyTel shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. LEVEL 3 and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic, ISP-Bound Traffic, and intraLATA toll and optional EAS traffic.

CenturyTel requires separate trunk groups from LEVEL 3 to originate and terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent LEVEL 3 desires to have any IXCs originate or terminate switched access traffic to or from LEVEL 3, using jointly provided switched access facilities routed through a CenturyTel access tandem, it is the responsibility of LEVEL 3 to arrange for such IXC to issue an ASR to CenturyTel to direct CenturyTel to route the traffic. If CenturyTel does not receive an ASR from the IXC, CenturyTel will initially route the switched access traffic between the IXC and LEVEL 3. If the IXC subsequently indicates that it does not want the traffic routed to or from LEVEL 3, CenturyTel will not route the traffic.

4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.

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

4.3.4. End-Office Trunking. The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a LEVEL 3 end office and a CenturyTel end office.

4.3.5. LEVEL 3 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. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix A.

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

4.3.7. LEVEL 3 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 standards for the configuration of all segregated trunk groups.

4.3.8. SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

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

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

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

4.4 Trunk Forecasting.

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

4.4.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year). Description of major network projects that affect the other Party will be provided with the annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

4.5 Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005). 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 network efficiency adjustment.

4.6 Network Redesigns Initiated by CenturyTel.

CenturyTel will not charge LEVEL 3 when CenturyTel initiates its own network redesigns/ reconfigurations.

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

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

4.7.2 CenturyTel End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes within a CenturyTel exchange or to another CenturyTel exchange to which the connection is made.

5. Indirect Network Interconnection.

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

6. Number Resources.

6.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact LEVEL 3's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by LEVEL 3 shall be made directly to the NANP Number Plan Administrator. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. LEVEL 3 shall not request number resources to be assigned to any CenturyTel switching entity.

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

6.2 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, LEVEL 3 shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and shall assign whole NPA-NXX codes to each Rate Center.

6.3 Routing Points.

LEVEL 3 will also designate a Routing Point for each assigned NXX code. LEVEL 3 may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively LEVEL 3 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 LEVEL 3 within an existing CenturyTel exchange area and LATA.

6.4 Code Administration.

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

6.5 Programming Switches.

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

7. Number Portability (NP).

7.1 Interim Number Portability (INP).

Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing end-user customers to change service-providing Party without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding ("RCF") and/or direct inward dialing (DID). The requesting Party will provide "forward to" telephone number that is within the same Wire Center. The CenturyTel rates for INP service using RCF are set out in Appendix B attached to this Agreement and made a part hereof. LEVEL 3 shall provide INP to CenturyTel at the rates specified for LEVEL 3 in Appendix B.

If a Party wishes to use Direct Inward Dialing (DID) to provide INP to its end-users, a dedicated trunk group is required between the CenturyTel end office where the DID numbers are served into the CLEC switch. If there are no existing facilities between CenturyTel and the CLEC, the dedicated facilities and transport trunks will be provisioned as switched access or unbundled service using the ASR provisioning process. The requesting Party will reroute the DID numbers to the pre-positioned trunk group using a Local Service Request (LSR). CLEC may purchase DID trunk service from CenturyTel's tariff.

7.2 Local Number Portability (LNP).

7.2.1 The Parties agree that they shall develop and deploy number portability in accordance with the Act, such binding FCC and state mandates, and industry standards, as may be applicable.

7.2.2 The Parties agree that all INP accounts will be converted to LNP within a reasonable period of time after the conversion of a switch to commercially available LNP, and that a reasonable period of time is 90 days or as otherwise negotiated.

7.2.3 New requests for INP will not be allowed in a switch once LNP has been deployed in that switch.

8. Meet-Point Billing (MPB).

8.1 Meet-Point Arrangements.

8.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a CenturyTel access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section 3.2.2 for Interim Portability.

8.1.2 Except in instances of capacity limitations, CenturyTel shall permit and enable LEVEL 3 to sub-tend the CenturyTel access tandem(s) nearest to the LEVEL 3 Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, LEVEL 3 shall be allowed to subtend the next-nearest CenturyTel access tandem in which sufficient capacity is available.

8.1.3 Interconnection for the MPB arrangement shall occur at the IP.

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

8.1.5 LEVEL 3 and CenturyTel will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

8.1.6 As detailed in the MECAB document, LEVEL 3 and CenturyTel will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by LEVEL 3 and CenturyTel via the meet-point arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.

8.1.7 LEVEL 3 and CenturyTel shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

8.2 Compensation.

8.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by LEVEL 3 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. Common Channel Signaling.

9.1 Service Description.

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

9.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing. CenturyTel will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

9.3 Privacy Indicators.

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

9.4 Connection Through Signal Transfer Point (STP).

Not part of this agreement.

9.5 Third Party Signaling Providers.

LEVEL 3 may choose a third party SS7 signaling provider to transport messages to and from the CenturyTel SS7 network. In that event, that third party provider must present a letter of agency to CenturyTel, prior to the testing of the interconnection, authorizing the third party to act on behalf of LEVEL 3 in transporting SS7 messages to and from CenturyTel.

9.6 Multi-Frequency Signaling.

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

ARTICLE VI

RESALE OF SERVICES

1. General.

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 LEVEL 3 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 LEVEL 3 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 Section 2.1 below.

2. Terms and Conditions.

2.1 Restrictions on Resale.

The following restrictions shall apply to the resale of retail services by LEVEL 3.

2.1.1 LEVEL 3 shall not resell to one class of customers a service that is offered by CenturyTel only to another class of customers in accordance with state requirements (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

2.1.2 LEVEL 3 shall not resell lifeline services and services for the disabled.

2.1.3 LEVEL 3 shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to LEVEL 3 for resale. CenturyTel will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.

2.2 Restrictions on Discount of Retail Services.

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

2.2.1 LEVEL 3 may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. LEVEL 3 shall not aggregate end-user lines and/or traffic in order to qualify for volume discount.

2.2.2 LEVEL 3 may resell ICB/Contract services without a discount and only to end-user customers that already have such services.

2.2.3 LEVEL 3 may resell COCOT coin or coinless line; however, no discount applies.

2.2.4 LEVEL 3 may resell special access; however, no discount applies.

2.3 Resale to Other Carriers.

Services available for resale may not be used by LEVEL 3 to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to; interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

LEVEL 3 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.

3.2 Local Service Request.

Orders for resale of services will be placed utilizing standard LSR forms. CenturyTel will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by LEVEL 3 before a request can be processed.

3.2.1 CenturyTel will accept orders for As-Is Transfer (AIT) of services from CenturyTel to LEVEL 3 where CenturyTel is the end-user's current local exchange company. CenturyTel will provide service detail of all AIT orders on its monthly invoicing to LEVEL 3.

3.3 Certificate of Operating Authority.

When ordering, LEVEL 3 must represent and warrant to CenturyTel that it is a certified provider of local dial-tone service. LEVEL 3 will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request.

3.4 Nonrecurring Charges.

LEVEL 3 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.

3.5 Transfers Between LEVEL 3 and Another Reseller of CenturyTel Services.

When LEVEL 3 has obtained an end-user customer from another reseller of CenturyTel services, LEVEL 3 will inform CenturyTel of the transfer by submitting standard LSR forms to CenturyTel.

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

3.6 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 LEVEL 3 does not include measured local calling detail. However, LEVEL 3 may request and CenturyTel shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

3.7 Originating Line Number Screening (OLNS).

Upon request, 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).

4. Maintenance.

4.1 Maintenance, Testing and Repair.

CenturyTel will provide repair and maintenance services to LEVEL 3 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 LEVEL 3 end-user until such time as trouble is reported to CenturyTel by LEVEL 3. LEVEL 3 must provide to CenturyTel all end-user information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the CenturyTel Guide.

5. Services Available for Resale.

5.1 Description of Local Exchange Services Available for Resale.

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

(a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone.

(b) Measured Local, EAS and ECC Calling - at local usage measured rates if applicable to the end-user customer.

(c) Access to long distance carriers

(d) E-911 Emergency Dialing

(e) End-user Private Line Services

(f) Listing of telephone number in appropriate "white pages" directory; and

(g) Copy of "White Pages" and "Yellow Pages" directories for the appropriate CenturyTel service area

5.2 Other Services Available for Resale.

CenturyTel will provide resold services at retail less a discount as defined in Article VI, Section 5.3. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to LEVEL 3 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 LEVEL 3 for resale under the same terms and conditions contained in this Agreement.

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.

5.2.2 Local Tariff. CENTURYTEL will make available its local tariff to LEVEL 3 for a fee to cover administrative cost and mailing.

5.3 Rates.

The prices charged to LEVEL 3 for Local Exchange Services shall be calculated as follows:

5.3.1 A discount shown in Appendix C shall apply to all retail services except those services listed in Section 2.2

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

5.3.3 The resulting rate is the resale rate.

5.4 Grandfathered Services.

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

5.5 Access.

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

ARTICLE VII

UNBUNDLED NETWORK ELEMENTS

1. General.

The purpose of this Article VII is to define the UNEs that may be leased by LEVEL 3 from CenturyTel. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed by the CenturyTel Guide.

Ordering, provisioning, billing and maintenance of UNEs will be governed by the terms of this Agreement, its Appendices and CenturyTel Guide; provided, however, that where there is a conflict between the CenturyTel Guide and this Agreement, the terms of this Agreement shall prevail. CenturyTel will provide UNE offerings pursuant to this Article only to the extent they are Currently Available in CenturyTel's network. CenturyTel will not construct new facilities to offer any UNE or combination of UNEs.

2. Unbundled Network Elements.

2.1 Categories.

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

(a) Network Interface Device (NID)

(b) Loop Elements

(c) Sub Loops (individual case basis)

(d) Transport Elements

2.2 Prices.

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

2.3 Connection to Unbundled Elements.

LEVEL 3 may connect to the UNEs listed in Article VII, Section 2.1 that LEVEL 3 chooses. The UNEs must be Currently Available and connection to them must be technically feasible. LEVEL 3 may combine these UNEs with any facilities that LEVEL 3 may itself provide subject to the following:

2.3.1 Connection of LEVEL 3 facilities to unbundled elements shall be achieved via collocation arrangements LEVEL 3 shall maintain at the Wire Center at which the unbundled services are resident.

(a) In circumstances where physical collocation arrangements cannot be accommodated at wire centers where the unbundled services are resident, alternative arrangements shall be negotiated between CenturyTel and LEVEL 3. All incremental costs associated with the alternative arrangements shall be borne by LEVEL 3.

2.3.2 Each unbundled element shall be delivered to LEVEL 3's designated terminal block, or equivalent termination point, as a part of the collocation arrangement. Each loop or port element shall be delivered to LEVEL 3 collocation arrangement over an Expanded Interconnection Service cross-connection applicable to the unbundled elements. Applicable rates for this cross-connection are included in the Loop rates as defined in Appendix D.

2.3.3 LEVEL 3 shall combine UNEs with its own facilities. CenturyTel has no obligation to combine any UNEs for LEVEL 3, nor does CenturyTel agree to combine any network elements for LEVEL 3. LEVEL 3 may not combine such UNEs to provide solely interexchange service or solely access service to an interexchange carrier.

2.4 Service Quality.

CenturyTel shall not be responsible for impacts on service attributes, grades of service, etc., resulting from LEVEL 3's specific use of or modification to any UNE.

2.5 Provisioning and Support.

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

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning and Billing.

LEVEL 3 will order services for unbundled elements directly from CenturyTel via United States Mail, E-Mail or facsimile. The following describes generally the processes CenturyTel will use for ordering, provisioning and billing for UNEs. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Guide.

3.2 Local Service Request.

Orders for unbundled loops and ports 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 Guide) must be provided by LEVEL 3 before a request can be processed.

3.3 Certificate of Operating Authority.

When ordering unbundled loops or ports, LEVEL 3 must represent and warrant to CenturyTel that it is a certified provider of local dial-tone service. LEVEL 3 will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request.

3.4 Nonrecurring Charges.

LEVEL 3 shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to UNEs as listed in Appendix D. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits) will be charged from the appropriate tariff.

3.5 Transfers Between LEVEL 3.

When LEVEL 3 has obtained an end-user customer from another CLEC using CenturyTel UNEs, LEVEL 3 will inform CenturyTel of the transfer by submitting standard LSR forms to CenturyTel.

4. Network Interface Device.

4.1 Direct Connection.

LEVEL 3 shall be permitted to connect its own Loop directly to CenturyTel's NID in cases in which LEVEL 3 uses its own facilities to provide local service to an end-user formerly served by CenturyTel, as long as such direct connection does not adversely affect CenturyTel's network. In order to minimize any such adverse effects, the following procedures shall apply:

4.1.1 When connecting its own loop facility directly to CenturyTel's NID for a residence or business customer, LEVEL 3 must make a clean cut on the CenturyTel drop wire at the NID so that no bare wire is exposed. LEVEL 3 shall not remove or disconnect CenturyTel's drop wire from the NID or take any other action that might cause CenturyTel's drop wire to be left lying on the ground.

4.1.2 At multi-tenant customer locations, LEVEL 3 must remove the jumper wire from the distribution block (i.e. the NID) to the CenturyTel cable termination block. If LEVEL 3 cannot gain access to the cable termination block, LEVEL 3 must make a clean cut at the closest point to the cable termination block. At LEVEL 3's request and discretion, CenturyTel will determine the cable pair to be removed at the NID in multi-tenant locations. LEVEL 3 will compensate CenturyTel for the trip charge necessary to identify the cable pair to be removed.

4.1.3 CenturyTel agrees to offer NID's for lease to LEVEL 3 but not for sale. LEVEL 3 may remove CenturyTel identification from any NID which it connects to a LEVEL 3 loop, but LEVEL 3 may not place its own identification on such NID. Rates for the NID are reflected in Appendix D, along with associated non-recurring charges.

4.1.4 CenturyTel Loop elements leased by LEVEL 3 will be required to terminate only on a CenturyTel NID. If LEVEL 3 leasing a CenturyTel loop wants a LEVEL 3 NID, they will also be required to lease a CenturyTel NID for the direct loop termination and effect a NID to NID connection. Rates for the Loop and NID are reflected in Appendix D, along with associated non-recurring charges.

4.2 NID to NID Connection.

Rather than connecting its loop directly to CenturyTel's NID, LEVEL 3 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.

4.2.1 If LEVEL 3 provides its own loop facilities, it may elect to move all inside wire terminated on a CenturyTel NID to one provided by LEVEL 3. In this instance, a NID to NID connection will not be required. LEVEL 3, 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.

4.3 Removal of Cable Pairs.

Removal of existing cable pairs required for LEVEL 3 to terminate service is the responsibility of LEVEL 3.

4.4 Maintenance.

When LEVEL 3 provides its own loop and connects directly to CenturyTel's NID, CenturyTel does not have the capability to perform remote maintenance. LEVEL 3 can perform routine maintenance via its loop and inform CenturyTel once the trouble has been isolated to the NID and CenturyTel will repair (or replace) the NID, or, at LEVEL 3's option, it can make a

NID to NID connection, using the CenturyTel NID only to gain access to the inside wire at the customer location.

4.5 Collocation Requirement.

When LEVEL 3 purchases a CenturyTel NID as a stand-alone unbundled element, the collocation arrangement described in Article VII, Section 2.3.1 is not required.

5. Loop Elements.

5.1 Service Description.

A "Loop" is an unbundled component of Exchange Service. 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. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.

5.2 Categories of Loops.

There are six general categories of loops:

5.2.1 "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 dial tone services. 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 2-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

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 does not guarantee data modem speeds on a 4-wire analog loop. 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 D along with associated non-recurring charges.

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, LEVEL 3 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 ECT's where CenturyTel has provisioned its local network utilizing Digital Loop Carriers (DLC's). Also, CenturyTel

does not provide the electronics required for ECT's provisioned via 2-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

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 LEVEL 3 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 ECT's where CenturyTel has provisioned its local network utilizing Digital Line Concentrators (DLC's). Also, CenturyTel does not provide the electronics required for ECT's provisioned via 4-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

5.2.5 "DS-1" loops will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects. Rates are as reflected in Appendix D, including non-recurring charges.

5.2.6 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end. Rates are as reflected in Appendix D, including non-recurring charges.

5.3 Conditioned Loops.

LEVEL 3 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, if available, or from the appropriate CenturyTel intrastate special access tariff.

5.3.1 Upon LEVEL 3 request and where available, digital 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.

5.4 Loop Testing.

5.4.1 CenturyTel will not perform routine testing of the unbundled loop for maintenance purposes. LEVEL 3 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 LEVEL 3.

5.4.2 All Loop facilities furnished by CenturyTel on the premises of LEVEL 3's end-users and up to the network interface or functional equivalent are the property of CenturyTel. CenturyTel must have access to all such facilities for network management purposes. CenturyTel employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.

5.4.3 CenturyTel will provide loop transmission characteristics to LEVEL 3 end-users which are equal to those provided to CenturyTel end-users.

5.4.4 If LEVEL 3 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 LEVEL 3. In maintenance and repair cases, if loop tests are taken, CenturyTel will provide any recorded readings to LEVEL 3 at the time the trouble ticket is closed in the same manner as CenturyTel provides to itself and its end-users.

5.5 Pair Gain Technologies.

CenturyTel shall provide LEVEL 3 unbundled loops where Currently Available. Where CenturyTel utilizes pair gain technology to provision facilities, including Integrated Digital Loop Carrier (IDLC)[1] or analog carrier, CenturyTel may not be able to provision an unbundled loop, in which event an unbundled loop would not be Currently Available. Where CenturyTel can 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 LEVEL 3's requirements, CenturyTel will, where Currently Available, use alternate facilities to provision the unbundled loop. If alternate facilities are not Currently Available or do not meet LEVEL 3 requirements, CenturyTel will advise LEVEL 3 that facilities are not available to provision the requested unbundled loop. CenturyTel will not be required to construct additional facilities at CenturyTel's expense to provide the unbundled loop for LEVEL 3. LEVEL 3 may use the Bona Fide Request (BFR) process specified in Article VII of this Agreement to request CenturyTel to construct additional facilities at LEVEL 3 expense.

5.5.1 CenturyTel will permit LEVEL 3 to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements LEVEL 3 maintains at a CenturyTel Wire Center for the purpose of interconnecting to unbundled Loop elements.

5.6 Unbundled Loop Facility Qualification.

If LEVEL 3 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, LEVEL 3 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 LEVEL 3 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 6 months of the date of facility qualification) to deploy such technology, CenturyTel will so advise LEVEL 3 and LEVEL 3 shall not be permitted to deploy such service enhancing technology. If LEVEL 3 disagrees with CenturyTel's determination, the Parties will jointly review the basis for CenturyTel's decision and attempt to mutually resolve the disagreement.

5.6.1 If LEVEL 3 orders an unbundled digital loop, pursuant to Sections 5.2.3 or 5.2.4, and provides the industry standard codes indicating the type of service to be deployed on the unbundled digital loop, that shall constitute notification to CenturyTel. CenturyTel will perform the loop qualification as part of the ordering process and no additional charges will apply.

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1 See Telcordia Technologies TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

5.6.2 If LEVEL 3 orders an unbundled analog loop, pursuant to Sections 5.2.1 and 5.2.2, and plans to deploy service enhancing technologies on the unbundled analog loop, notification must be provided separately and apart from the ordering process. CenturyTel will perform the loop qualification, however, additional charges may apply.

5.6.3 When LEVEL 3 fails to notify CenturyTel of its plans to deploy service enhancing technology over an unbundled analog voice grade loop or LEVEL 3 fails to properly order an unbundled digital loop and obtain prior qualification from CenturyTel for the facilities, if LEVEL 3's deployment of such technology is determined to have caused interference with existing or planned service enhancing technologies deployed by CenturyTel or other CLECs in the same cable sheath, CenturyTel will notify LEVEL 3 and LEVEL 3 will immediately remove such service enhancing technology and shall reimburse CenturyTel for all incurred expense related to this interference.

5.7 Unbundled Loop Facility Compatibility.

Provided LEVEL 3 has notified CenturyTel, pursuant to Section 5.6.2 of this Article, of the service enhancing copper cable technology deployed on an unbundled copper loop, CenturyTel will not deploy service enhancing copper cable technology within the same cable sheath that will be incompatible with LEVEL 3 technology.

5.8 Subloops.

5.8.1 CenturyTel will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a BFR as described in Article VII, Section 10

5.8.2 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 LEVEL 3.

5.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed upon by CenturyTel and LEVEL 3. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

5.8.4 CenturyTel will provide loop transmission characteristics as specified in Section 5.4.3 herein.

6. Port and Local Switching Elements.

(Not part of this agreement)

7. Transport Elements.

7.1 Shared Transport.

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 when CLEC has purchased unbundled local switching), and are referred to as "Shared Transport Facilities".

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.

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 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.

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.

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.

7.2 Dedicated Transport.

Dedicated Transport is an UNE that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC) within the same LATA. Dedicated Transport may extend between two CenturyTel SWC's (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. IDT and CDT are further defined in Sections 7.2.1 and 7.2.2 and below.

7.2.1 CLEC Dedicated Transport is the dedicated transport facility connecting the CenturyTel Serving Wire Center (SWC) to the requesting CLEC's Customer Designated Location (CDL). The CDL will be the designated location where the CLEC's physical network begins (the CDL cannot be designated at an end-user customer location).

7.2.2 This UNE includes the equipment required to terminate the interoffice facility within requesting CLEC's CDL and within the CenturyTel SWC. The product also includes the transport facility between the two locations, but extends no further into CenturyTel's network than the CDL's SWC. CLEC Dedicated Transport is a dedicated UNE which has no switching components. CLEC Dedicated Transport can be purchased in bandwidth increments of DSO, DS1, or DS3 at rates outlined in Appendix D.

7.2.3 CLEC Dedicated Transport consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements that are dependent on bandwidth.

7.2.4 Interoffice Dedicated Transport is the Dedicated Transport facility connecting two CenturyTel Serving Wire Centers (SWC's). Interoffice Dedicated Transport excludes the facilities between the Serving Wire Center (SWC) and the Customer

Designated Location (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, or DS3 at rates outlined in Appendix D.

7.2.5 The price of the Interoffice Dedicated Transport UNE varies with the bandwidth purchased and consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility per ALM (monthly recurring), and Transport Termination (per end, monthly recurring). LEVEL 3 may also require that the Dedicated Transport element ordered be conditioned with DS1 Clear Channel Capability. The price for DS1 Clear Channel Capability shall be the applicable charge as provided in Appendix D, if available, or the appropriate CenturyTel intrastate special access tariff.

8. Line Sharing.

(Not part of this agreement.)

9. SS7 Transport and Signaling.

(Not part of this agreement.)

10. Bona Fide Request Process.

10.1 Intent.

The BFR process is intended to be used when LEVEL 3 requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFR's.

10.2 Process.

10.2.1 A BFR shall be submitted in writing by LEVEL 3 and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that CenturyTel has sufficient information to analyze and prepare a response.

10.2.2 LEVEL 3 may cancel a BFR in writing at any time prior to LEVEL 3 and CenturyTel agreeing to price and availability. CenturyTel will then cease analysis of the request.

10.2.3 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.

10.2.4 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 not to meet LEVEL 3's request. If extraordinary circumstances prevail, CenturyTel will inform LEVEL 3 as soon as it realizes that it cannot meet the Forty-Five (45) Business Day response due date. LEVEL 3 and CenturyTel will then determine a mutually agreeable date for receipt of the request.

10.2.5 Unless LEVEL 3 agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by LEVEL 3, in accordance with the applicable provisions of the Agreement.

10.2.6 Upon affirmative response from CenturyTel, LEVEL 3 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 used by a Party to reach a resolution.

ARTICLE VIII

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Misdirected Calls.

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

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

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

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

2. 911/E-911 Arrangements.

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 governmental agency.

2.1 Description of Service.

When requested by the primary service provider, LEVEL 3 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 LEVEL 3 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 LEVEL 3 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 LEVEL 3 central office serves end-users in an area served by more than one (1) CenturyTel 911/E-911 selective router, LEVEL 3 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.

2.2 Transport.

If CenturyTel desires to obtain transport from LEVEL 3 to the LEVEL 3 host central office switch, CenturyTel may purchase such transport from LEVEL 3. Rates will be defined as part of a separate compensation agreement between LEVEL 3 and CenturyTel.

2.3 Cooperation and Level of Performance.

The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end-user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of LEVEL 3'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.

2.4 Basic 911 and E-911 General Requirements.

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).

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.

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.

2.4.4 Basic 911 and E-911 functions provided to LEVEL 3 shall be at least at parity with the support and services that CenturyTel provides to its subscribers for such similar functionality.

2.4.5 Basic 911 and E-911 access from Local Switching shall be provided to LEVEL 3 in accordance with the following:

2.4.5.1 CenturyTel and LEVEL 3 shall conform to all state regulations concerning emergency services.

2.4.5.2 For E-911, both LEVEL 3 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.

2.4.5.3 If legally required by the appropriate jurisdiction, CenturyTel shall provide or overflow 911 traffic to be routed to CenturyTel operator services or, at LEVEL 3's discretion, directly to LEVEL 3 operator services.

2.4.5.4 Basic 911 and E-911 access from the LEVEL 3 local switch shall be provided from CenturyTel to LEVEL 3 in accordance with the following:

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"), LEVEL 3 shall participate in the provision of the 911 System as follows:

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.

2.4.5.4.1.2 LEVEL 3 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. LEVEL 3 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.

2.4.5.4.1.3 LEVEL 3 shall have the right to verify the accuracy of information regarding LEVEL 3 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.

2.4.5.4.2 If a third party is the primary service provider to a 911 district, LEVEL 3 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 LEVEL 3 are totally separate from this Agreement and CenturyTel makes no representations on behalf of the third party.

2.4.5.4.3 If LEVEL 3 or Affiliate is the primary service provider to a 911 district, LEVEL 3 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.

2.4.5.4.4 Interconnection and database access shall be at rates as set forth in Appendix E.

2.4.5.4.5 CenturyTel shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

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 LEVEL 3 data in an interval no less than is experienced by CenturyTel subscribers, or than for other carriers, whichever is faster, at no additional cost.

2.4.5.5 The following are Basic 911 and E-911 Database Requirements:

2.4.5.5.1 The ALI database shall be managed by CenturyTel, but is the property of CenturyTel and any participating LEC or LEVEL 3 which provides their records to CenturyTel.

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.

2.4.5.5.3 LEVEL 3 shall be solely responsible for providing LEVEL 3 database records to CenturyTel for inclusion in CenturyTel's ALI database on a timely basis.

2.4.5.5.4 CenturyTel and LEVEL 3 shall arrange for the automated input and periodic updating of the E-911 database information related to LEVEL 3 end-users. CenturyTel shall work cooperatively with LEVEL 3 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.

2.4.5.5.5 LEVEL 3 shall assign an E-911 database coordinator charged with the responsibility of forwarding LEVEL 3 end-user ALI record information to CenturyTel or via a third party entity, charged with the responsibility of ALI record transfer. LEVEL 3 assumes all responsibility for the accuracy of the data that LEVEL 3 provides to CenturyTel.

2.4.5.5.6 CenturyTel shall update the database within one (1) Business Day of receiving the data from LEVEL 3. If CenturyTel detects an error in the LEVEL 3 provided data, the data shall be returned to LEVEL 3 within one day from when it was provided to CenturyTel. LEVEL 3 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.

2.4.5.5.7 CenturyTel agrees to treat all data on LEVEL 3 subscribers provided under this Agreement as strictly confidential and to use data on LEVEL 3 subscribers only for the purpose of providing E-911 services.

2.4.5.5.8 CenturyTel shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from LEVEL 3. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for LEVEL 3 is " (to be provided) "; the NENA Carrier Code for CenturyTel is CTLWI."

2.4.5.6 CenturyTel and LEVEL 3 will comply with the following requirements for network performance, maintenance and trouble notification.

2.4.5.6.1 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.

2.4.5.6.2 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.

2.4.5.6.3 CenturyTel shall notify LEVEL 3 forty-eight (48) hours in advance of any scheduled testing or maintenance affecting LEVEL 3 911 service. CenturyTel shall provide notification as soon as possible of any unscheduled outage affecting LEVEL 3 911 service.

2.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

2.4.5.7 Basic 911 and E-911 Additional Requirements.

2.4.5.7.1 LEVEL 3 and CenturyTel shall be responsible for reporting all errors, defects and malfunctions to one another. CenturyTel and LEVEL 3 shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

2.4.5.7.2 LEVEL 3 may enter into subcontracts with third parties, including LEVEL 3 Affiliates, for the performance of any of LEVEL 3's duties and obligations stated herein.

2.4.5.7.3 Where CenturyTel is the primary service provider, CenturyTel shall provide LEVEL 3 with notification of any pending selective router moves within at least ninety (90) days in advance.

2.4.5.7.4 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.

2.4.5.7.5 Where CenturyTel is the primary service provider, CenturyTel shall provide the ability for LEVEL 3 to update the 911 database with end-user information for lines that have been ported via INP or LNP.

2.4.6 Basic 911 and E-911 Information Exchanges and interfaces. Where CenturyTel is the primary service provider:

2.4.6.1 CenturyTel and LEVEL 3 shall arrange for the automated input and periodic updating of the E-911 database information related to LEVEL 3 end-users. CenturyTel shall work cooperatively with LEVEL 3 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.

2.4.6.2 Updates to MSAG. Upon receipt of an error recording a LEVEL 3 subscriber's address from CenturyTel, and where CenturyTel is the primary service provider, it shall be the responsibility of LEVEL 3 to ensure that the address of each of its end-users is included in the Master Street Address Guide (MSAG) via information provided on LEVEL 3's LSR or via a separate feed established by LEVEL 3 pursuant to Section 2.4.5.7 of this Article.

2.4.6.3 The ALI database shall be managed by CenturyTel, but is the property of CenturyTel and all participating telephone companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for LEVEL 3 subscriber shall meet industry standards.

2.5 Compensation.

2.5.1 For states where CenturyTel bills and keeps the 9-1-1 surcharges, LEVEL 3 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 LEVEL 3'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 LEVEL 3 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.

2.5.2 Should the 9-1-1 surcharge fee change, CenturyTel will promptly inform LEVEL 3 of that change so that LEVEL 3 may conform to the new rate(s).

2.6 Liability.

CenturyTel will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs.

3. Telephone Relay Service.

Local and intraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, LEVEL 3's end-users will have access to the state authorized TRS provider to the extent required by the Commission, including any applicable compensation surcharges.

4. Directory Listings and Directory Distribution.

4.1 Directory Listings and Directory Distribution for LEVEL 3's Resale Customers.

If LEVEL 3 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 LEVEL 3. To the extent any aspects of such services are not addressed below, LEVEL 3 will be required to 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, Reseller may, at Reseller's option, negotiate a separate agreement for directory listings and directory distribution with CenturyTel's publication company.

4.2 Listings.

LEVEL 3 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 LEVEL 3'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.

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.

4.3 Distribution.

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

LEVEL 3 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.

4.4 Directory Listings and Directory Distribution for LEVEL 3's Non-Resale Customers.

If LEVEL 3 wants CenturyTel for Directory Publication, LEVEL 3 will be required to negotiate a separate agreement for directory listings and directory distribution with CenturyTel's publication company

5. Busy Line Verification and Busy Line Verification Interrupt.

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

6. Master Street Address Guide (SAG).

CenturyTel will provide to LEVEL 3 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.

7. Dialing Format Changes.

CenturyTel will provide reasonable notification to LEVEL 3 of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.

8. Transfer of Service Announcement.

When an end user customer transfers service from CenturyTel to LEVEL 3, or LEVEL 3 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.

ARTICLE IX

COLLOCATION

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ARTICLE X

LINE SHARING

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ARTICLE XI

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

To the extent required by the Act, CenturyTel and LEVEL 3 shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, if CenturyTel and LEVEL 3 desire access to the other Party's poles, ducts, or ROWs, CenturyTel and LEVEL 3 shall execute pole attachment and conduit occupancy agreements. LEVEL 3 agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to CenturyTel facilities or uses CenturyTel's conduit according to the terms of this Agreement. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

ARTICLE XII

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon execution by both Parties, with subsequent approval by the Commission in accordance with Section 252 of the Act.

CenturyTel of the Midwest-Kendall, LLC.
Telephone USA of Wisconsin, LLC.
CenturyTel of Central Wisconsin, LLC.

By _____

Name Gary Miller

Title Director - Carrier Services

Date 3/6/03

LEVEL 3 Communications, LLC

By _____

Name Kevin Paul

Title VP. Softswitch Deptapment

Date 3/10/03

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

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

Each Party will bill the other Party the rates below or net the billings if mutually agreed to by the Parties.

A. The Local Interconnection rate element that applies to Local Traffic on a minute of use basis that each Party switches for termination purposes at its wire centers. The local interconnection rate is: (To be negotiated upon request)

Either Party may file company specific rates with the Commission for Reciprocal Compensation in compliance with Docket 05-TI-283. New rates will be effective with the Commission's approval and the agreement will be amended to reflect the new rates.

B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The rate will be as defined in the Intrastate Access Tariff.

C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The rate will be as defined in the Intrastate Access Tariff.

D. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The rate will be as defined in the Intrastate Access Tariff.

Initial Factors:	
PLU	100%
Initial Proportionate Share Factor	50% or actual (if available)
Exempt Factor	0%

APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

General. The rates contained in this APPENDIX B are as defined in Article V, Section 7.1, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel's costs), or any appeal or other litigation.

Interim Number Portability

Remote Call Forwarding	$ 4.40 line/month
Simultaneous Call Capability	$ 2.60 path/month

Compensation for Terminating Access

In addition, as defined in Article V, Section 3.2.3, the Party providing the ported number will pay the other Party the following rate per line per month for each ported business line and the rate per line per month for each ported residential line for the sharing of Access Charges on calls to ported numbers.

Business Rate Per Line Per Month:	$ 3.99
Residential Rate Per Line Per Month:	$ 2.41

Non-Recurring Charges (NRCs) for Number Portability

Pre-ordering	
Account Establishment	$ 273.09
Customer Record Search	$ 11.69
Ordering and Provisioning	
Initial Service Order	$ 41.58
Subsequent Service Order	$ 29.73
Manual Ordering Charge (Waived if Electronic Interface is not available)	$ 12.17
Custom Handling)	
Service Order Expedite	$ 12.59
Coordinated Conversion	$ 17.76
Hot Coordinated Conversion First Hour	$ 30.55
Hot Coordinated Conversion Per Additional Quarter Hour	$ 4.88

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that LEVEL 3 orders any service from this Agreement. LEVEL 3 is an established and active CLEC at the time of this agreement.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR) if not a part of an Unbundled Network Element (UNE) ISO.
Subsequent Service Order applies per LSR for modifications to an existing LNP service.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs).
Service Order Expedite applies if LEVEL 3 requests service prior to the standard due date intervals and if not a part of a UNE Expedite.
Coordinated Conversion applies if LEVEL 3 requests notification and coordination of service cut-over prior to the service becoming effective and if not a part of a UNE Coordinated Conversion.
Hot Coordinated Conversion First Hour applies if LEVEL 3 requests real-time coordination of a service cut-over that takes one hour or less, and if not a part of a UNE Hot Coordinated Conversion First Hour.
Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour, and if not a part of a UNE Hot Coordinated Conversion Per Additional Quarter Hour.

APPENDIX C

SERVICES AVAILABLE FOR RESALE

General. The rates for resold services described in Article VI, Section 5.1 are based upon a discount from CenturyTel's retail rates as provided in Article VI, Section 5.3 of the Agreement.

Resale Discount	8.6%

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering	
CLEC Account Establishment Per CLEC (waived if CLEC account exists)	$ 273.09
Customer Record Search	$ 11.69
Ordering and Provisioning	
Engineered Initial Service Order (ISO) - New Service	$ 311.98
Engineered Initial Service Order - As Specified	$ 123.84
Engineered Subsequent Service Order	$ 59.61
Non-Engineered Initial Service Order - New Service	$ 42.50
Non-Engineered Initial Service Order - Changeover	$ 21.62
Non-Engineered Initial Service Order - As Specified	$ 82.13
Non-Engineered Subsequent Service Order	$ 19.55
Central Office Connect	$ 12.21
Central Facility Connect	$ 68.30
Manual Ordering Charge*	$ 12.17

* (waived if Electronic Interface is not available)

Product Specific

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

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

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that LEVEL 3 orders any service from this Agreement. (waived if CLEC account exists)

Customer Record Search applies when LEVEL 3 requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

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

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

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from CenturyTel to LEVEL 3. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from CenturyTel to LEVEL 3. End-user service may remain the same or change.

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

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

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

Service Order Expedite (Engineered or Non-Engineered) applies if LEVEL 3 requests service prior to the standard due date intervals.

Coordinated Conversion applies if LEVEL 3 requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if LEVEL 3 requests real-time coordination of a service cut-over that takes one hour or less.

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

APPENDIX D
PRICES FOR UNBUNDLED NETWORK ELEMENTS

General. The rates contained in this APPENDIX D are the rates as defined in Article VII and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel costs), or any appeal or other litigation. CenturyTel will offer unbundled network elements under the following conditions:

Loop Elements	**Monthly**
2 Wire Analog Loop (inclusive of NID)	$ 30.00
4 Wire Analog Loop (inclusive of NID)	$ 50.00
2 Wire Digital Loop (inclusive of NID)	$ 30.00
4 Wire Digital Loop (inclusive of NID)	$ 50.00
DS-1 Loop	$ 160.31
DS-3 Loop	$ 2,584.44
Type C Conditioning	$ 1.50
Type C Improved Conditioning	$ 30.00
Type DA Conditioning	$ 2.00
Mid-Span Repeaters	$ 74.56
Network Interface Device (leased separately)	
Basic NID	$ 1.30
Complex (12 x) NID	$ 1.40
Transport Elements	
CLEC Dedicated Transport	
CDT 2 Wire	$ 34.00
CDT 4 Wire	$ 55.45
CDT DS1	$ 350.00
CDT DS3 (Optical Interface)	$ 1,125.00
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	$ 4.13
IDT DS0 Transport Termination	$ 15.08
IDT DS1 Transport Facility per ALM	$ 8.21
IDT DS1 Transport Termination	$ 26.36
IDT DS3 Transport Facility per ALM	$ 40.36
IDT DS3 Transport Termination	$ 440.00
Multiplexing	
DS1 to Voice Multiplexing	$ 200.00
DS3 to DS1 Multiplexing	$ 462.83
Ancillary	
DS3 Electrical Interface	$ 1,500.00
Conditioning	
DS1 Clear Channel Capability	$ 24.00
Type C Conditioning	$ 1.50
Type C Improved Conditioning	$ 30.00
Type DA Conditioning	$ 2.00

Non-Recurring Charges (NRCs) for Unbundled Services

Pre-ordering		
CLEC Account Establishment Per CLEC		
(waived if CLEC account exists)	$	273.09
Customer Record Search	$	11.69
Line Sharing Quote Preparation	$	330.00
Ordering and Provisioning		
Loop:		
Engineered Initial Service Order (ISO)	$	294.07
Non-Engineered ISO	$	49.31
Central Office Connection	$	12.21
Outside Facility Connection	$	68.30
Type C Conditioning	$	200.00
Type C Improved Conditioning	$	200.00
Type DA Conditioning	$	200.00
Line Sharing		
Line Sharing Service order charge	$	125.00
Line Sharing Loop Qualification	$	555.00
Line Sharing Loop Conditioning	$	95.00
NID:		
ISO	$	33.38
Outside Facility Connection	$	43.69
Custom Handling		
Service Order Expedite:		
Engineered Loop LSR's	$	35.48
All Other LSR's	$	12.59
Coordinated Conversions:		
ISO	$	17.76
Central Office Connection	$	10.71
Outside Facility Connection	$	9.59
Hot Coordinated Conversion First Hour:		
ISO	$	30.55
Central Office Connection	$	42.83
Outside Facility Connection	$	38.34
Hot Coordinated Conversion per Additional Quarter Hour:		
ISO	$	6.40
Central Office Connection	$	10.71
Outside Facility Connection	$	9.59

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that LEVEL 3 orders any service from this Agreement.

Customer Record Search applies when LEVEL 3 requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

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

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

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

Non-Engineered ISO applies per LSR when no engineering work activity is required to complete the order.
Central Office Connect applies in addition to the ISO when physical installation is required at the central office.
Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.
Design Change applies per ASR when an engineering review is required for a Transport ASR.

CDT Connection applies in addition to the ISO, per facility for the installation of CDT products.
Multiplexing applies in addition to the ISO, per arrangement for the installation of Multiplexing arrangements.
Conditioning applies in addition to the ISO, per Loop or Transport Facility for the installation and grooming of Conditioning requests.
DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):
Service Order Expedite applies if LEVEL 3 requests service prior to the standard due date intervals.
Coordinated Conversion applies if LEVEL 3 requests notification and coordination of service cut-over prior to the service becoming effective.
Hot Coordinated Conversion First Hour applies if LEVEL 3 requests real-time coordination of a service cut-over that takes one hour or less.
Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Line Sharing NRCs
Quote Preparation Charge is a non-recurring charge for each location where DSLAM equipment is located by the CLEC and special pricing is requested.
Line Sharing Service Ordering Charge is applied for each LSR requesting a shared loop.
Line Sharing Loop Qualification Charge is applied for all loops greater than 18,000 ft of the serving Central Office. All loops are prequalified up to 18,000 Feet.
Line Sharing Loop Conditioning Charge is applied when the CLEC request requires removal of bridges, taps, filters, extenders or load coils.

APPENDIX E
RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS

A. 9-1-1 Interoffice Trunk

CenturyTel's Local or Intrastate Access Tariffs.

B. MSAG Copy

Production of one copy of a 9-1-1 customer's master street address guide, postage paid.

NRC

1. Copy provided in paper format $235.00

2. Copy provided in flat ASCII file on a 3½"diskette $235.00

APPENDIX F-1

COLLOCATIONS RATES

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APPENDIX G

SERVICE QUALITY STANDARDS

The Service Quality Standards are in addition to and not in place of satisfaction of specific performance standards elsewhere in this agreement. 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 to which CenturyTel provides interconnection.

Telecommunications Services for Resale

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 LEVEL 3 with service installation and guarantees at parity with that provided to its own retail end users, other local exchange carriers, or a CenturyTel affiliate. LEVEL 3's remedy for non-compliance with the above, will be to file a written complaint concerning the non-compliance with the Commission.

Unbundled Network Elements

CenturyTel will comply with Public Service Commission of Wisconsin and Federal Communications Commission industry-wide service quality standards. Until the State or Federal Commissions have industry wide service quality standards for providing Unbundled Network Elements, CenturyTel has established target intervals that may be used when placing firm service order requests, or for general planning purposes.

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.

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.

Installation Service Intervals

Daily # of Loops	Target Service Interval	FOC Interval
1-5	5 days	2 days
6-14	7 days	3 days
15 +	Negotiated	Negotiated

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.

Repair Interval - Time interval for repair of service problems reported by LEVEL 3.

CenturyTel will meet or exceed the Wisconsin PSC's repair requirement of twenty-four (24) hours. CenturyTel will provide CLEC with repair services at parity with that provided to its own retail end users. 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.

APPENDIX H

BFR APPLICATION

Bona Fide Request Application

1. Requesting Party Information			
Requested by (Company)			
Contact Person:			
Phone:		Address:	
Fax:			
E-mail			

Please list additional contacts (e.g. technical personnel) that may be helpful during the evaluation of this Request.

Name	Area of Expertise	Phone	Fax	Email Address

2. Request Specifications		
Date of Request:		Type of Request (check one) __ New __ Revised __ Replacement
# of Request Pages:		
# of Appendices:		

3. Capabilities and Functionality Requested	
Please provide a description and specification of <u>each</u> requested network, interconnection, capability, function, feature, or element. Please attach illustrations per availability. (Attach appendix as necessary.)	
Is this a request for modification of an existing service, functionality, feature, or capability?	__ Yes (Provide description below.) __ No
Please identify the desired interface specifications, if any.	

Please describe the expected life (e.g. period of time it will be in use) of each service, function, feature, or capability requested. Indicate if you intend this to be a temporary or long-term solution. (attach Appendix as necessary)

Location & Deployment Information

Where do you wish this service, feature, function, or capability to be deployed? Complete the table of information below indicating each state for deployment and metropolitan areas within each state. (attach Appendix as necessary)

City and State	Building Location

Identify specific CenturyTel wire centers, points of interconnection, meet point access (CLLI codes), or where this capability is desired. Also, please indicate the expected demand (e.g. estimated number of customers, subscriber lines, number of units to be ordered) per location with a three (3) year forecast in the following table: (attach Appendix as necessary)

CenturyTel Wire Center & Point of Interconnection/CLLI Code	Expected Demand		
	Year 1	Year 2	Year 3

Other Request Specifications

Indicate any pricing assumptions you would like considered. To potentially obtain lower non-recurring or monthly recurring charges, you may specify quantity and/or term commitments you are willing to make. Please provide any price/quantity forecast indicating one or more desired pricing points. (attach Appendix as necessary)

Is there anything custom or specific about the manner that you would like this service, feature, function, or capability to operate? Include security requirements, transmission levels, and/or key technical assumptions. Please specify. (attach Appendix as necessary)

Please include any other information that you believe would assist CenturyTel in evaluating this request and providing a response. (attach Appendix as necessary)

4. Certification and Representation

I request, on behalf of my company, a Nondisclosure or Confidentiality Agreement to submit this information in confidence.	__ Yes (If a Nondisclosure is requested, attach a prepared CenturyTel agreement, request one be sent to you, or identify an existing agreement that covers this request.) __ No
I certify on behalf of my company that each network element or interconnection requested will be used solely in providing telecommunications services per the Telecommunications Act of 1996.	
Requesting Party recognizes that some Requests require significant incremental costs. CenturyTel Network Services will inform the Requesting Party in advance of these costs to be paid by the Requesting Party.	
Date of CLEC Certification: _____	Signature
Date of Interconnection Agreement approval: _____	Interconnection Agreement Identification Number: _____

APPENDIX I

CENTURYTEL SERVICE GUIDE

1. Introduction.

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 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.

2. Pre Ordering Generally.

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:

(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.

(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.

2.1 CLEC Profile.

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.

2.2 Customer Proprietary Network Information.

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.

2.3 Forms.

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.

3. Service Ordering, Service Provisioning and Billing.

3.1 Order Processing.

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. Prior to submitting an order under this Agreement, the CLEC shall obtain such documentation as may be required by state and federal laws and regulations.

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 or U. S. Mail.

3.1.3 CenturyTel will make its best efforts to process such service orders during normal operating hours.

3.1.4 Upon request, CenturyTel will provide current CenturyTel customer proprietary network information (name, address, telephone number and description of services 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.

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.

3.2 Operations Support Systems for Trunk-Side Interconnection.

The CLEC will be able to order trunk-side interconnection services and facilities from CenturyTel via facsimile or the United States Mail. 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.

3.3 Operations Support Systems for Unbundled Elements and Resale.

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 or United States Mail. An LSR is very similar to an ASR, except that it will be used exclusively for line-side interconnection requests.

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.

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 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.

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.

3.3.5 The processing of specifically requested telephone numbers (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.

3.3.6 Once the 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.

3.3.7 With the account established and any engineering and facility assignment complete, CenturyTel then will provide a record to CenturyTel's field personnel if physical 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.

3.3.8 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.

3.3.9 CenturyTel will provide the CLEC with detailed monthly billing information in a paper format.

3.3.10 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 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.

3.3.11 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.

3.3.12 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.

3.3.13 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.

4. Maintenance.

4.1 General Overview.

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), 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.

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 to advise of the jeopardy condition and provide a new commitment time.

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. 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.

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. CenturyTel will respond to service requests for the CLEC using the same time parameters and procedures that CenturyTel uses.

4.2 Network Management Controls.

4.2.1 Network Maintenance and Management. The Parties will work cooperatively to install and maintain a reliable network.

4.2.2 Neither Party shall be responsible to the other if necessary changes in network configurations render any facilities of the other obsolete or necessitate equipment changes.

4.2.3 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.

5. Interface.

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 by competing carriers will be reasonably and fairly assessed based on a mutually agreed method of cost recovery.

ATTACHMENT 1 - FORM OF REPRESENTATION

The CLEC hereby represents to CenturyTel, for purposes of obtaining a customer's Customer Proprietary Network Information ("CPNI") or for placing an order to change or establish a customer's service, that it is a duly certificated Local Exchange Carrier ("LEC") and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein.

1. With respect to requests for CPNI regarding prospective customers of the CLEC, the CLEC acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, password verification, or other means, in each case to the extent allowable by applicable law and which meets the Federal Communications Commission's (FCC) and the Commission's rules for primary LEC changes ("Documentation of Authorization") and explicitly authorizes the CLEC to have access to the prospective customer's CPNI. The Documentation of Authorization must be made by the prospective customer or the prospective customer's authorized representative. In order to obtain the CPNI of the prospective customer, the CLEC must submit to CenturyTel the Documentation of Authorization. If the CLEC cannot provide applicable Documentation of Authorization, then CenturyTel shall not provide CPNI to the CLEC.

2. If the CLEC has already obtained Documentation of Authorization from the customer to place an order for Telephone Exchange Service for the customer and submitted it previously, the CLEC need not submit Documentation of Authorization to CenturyTel to obtain the customer's CPNI.

3. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a customer, the CLEC acknowledges that it must obtain Documentation of Authorization which explicitly authorizes the CLEC to provide Telephone Exchange Service to such customer. The Documentation of Authorization to CenturyTel must be made by the prospective customer or customer's authorized representative. The CLEC need not submit the Documentation of Authorization to CenturyTel to process a service order. However, the CLEC hereby represents that it will not submit a service order to CenturyTel unless it has obtained appropriate Documentation of Authorization from the prospective customer and has such Documentation of Authorization in its possession.

4. The Documentation of Authorization must clearly and accurately identify the CLEC and the prospective customer.

5. The CLEC shall retain all Documentation of Authorization in its files for as long as the CLEC provides Telephone Exchange Service to the customer, or for as long as the CLEC makes requests for information on behalf of such customer.

6. The CLEC shall make Documentation of Authorization available for inspection by CenturyTel during normal business hours. In addition, the CLEC shall provide Documentation of Authorization for customers or prospective customers to CenturyTel upon CenturyTel's request.

7. The CLEC is responsible for, and shall hold CenturyTel Telephone Operating Company harmless from, any and all losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of _____, 2002 by and between CenturyTel and the CLEC (the "Interconnection Agreement")) resulting from CenturyTel's reliance upon the CLEC's representations as to its authority to act on behalf of a customer or prospective customer in obtaining CPNI or placing a service order for Telephone Exchange Service.

8. If The CLEC fails to repeatedly and materially abide by the procedures set forth herein, CenturyTel reserves the right to insist upon the submission of Documentation of Authorization to CenturyTel for each customer in connection with a request for a service order.

9. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this _____ day of _____ 200__.

CenturyTel of the Midwest-Kendall, LLC.
Telephone USA of Wisconsin, LLC.
CenturyTel of Central Wisconsin, LLC.

By: _____

Title: _____

Name: _____

Level 3 Communications, LLC

By: _____

Title: _____

Name:_____

ATTACHMENT 2 - LEGEND OF ACRONYMS

ASR	Access Service Request
ATIS	Alliance for Telecommunications Industry Solutions
CC	Company Code
CCNA	Customer Carrier Name Abbreviation
CLEC	Competitive Local Exchange Carrier
COPS	Circuit Order Provisioning System
CPNI	Customer Proprietary Network Information
DSR	Directory Service Request
FCC	Federal Communications Commission
FOC	Firm Order Confirmation
INP	Interim Number Portability
LEC	Local Exchange Carrier
LSR	Local Service Request
NECA	National Exchange Carrier Association
OBF	Ordering Billing Forum
OCN	Operating Company Number
PIC	Primary Interexchange Carrier
RCF	Remote Call Forwarding

ATTACHMENT 3 - GLOSSARY OF TERMS

1. Access Service Request (ASR)
An industry standard from, which contains data elements and usage rules used by Parties to interconnection agreements to add, establish, change or disconnect services or trunks for the purposes of interconnection.

2. Company Code (CC)
A unique four-place alphanumeric code (NNXX) assigned to all U.S. domestic telecommunications service providers by the National Exchange Carrier Association (NECA). The Company Code (CC) is also known as the Operating Company Number (OCN).

3. Customer Carrier Name Abbreviation (CCNA)

An abbreviation used to identify the common language code for the Interexchange Carrier (IXC) providing the interLATA facility. This code reflects the IXC to be contacted for provisioning.

4. Competitive Local Exchange Carrier (CLEC)

Any company or person authorized to provide local exchange services in competition with an Incumbent Local Exchange Carrier (ILEC).

5. Customer Proprietary Network Information (CPNI)

Information that is available to a telephone company by virtue of the telephone company's basic service customer relationship. This information may include the quantity, location, type and amount of use of local telephone service subscribed to, and information contained on telephone company bills.

6. Federal Communications Commission (FCC)

The federal organization located in Washington, D.C. that was established by the Communications Act of 1934. It has the regulatory authority over all interstate communications originating in the United States.

7. Interim Number Portability (INP)

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

8. Local Exchange Carrier (LEC)

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

9. Local Service Request (LSR)

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

10. Operating Company Number (OCN)

A code used in the telephone industry to identify a telephone company. The National Exchange Carrier Association (NECA) assigns company codes that may be used as OCNs.

11. Remote Call Forwarding (RCF)

A service that forwards calls from a specific telephone number to another telephone number.

12. Telephone Exchange Service

Means (A) service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.