



December 21, 2004

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

Re: Application of Time Warner Telecom of Wisconsin, L.P. for Approval of Opt-In to existing Traffic Exchange Agreement between CenturyTel and Choice One Communications f/k/a US Xchange of Wisconsin, LLC

Dear Ms. Dorr:

CenturyTel hereby requests approval, pursuant to 47 USC §252, of the request from Time Warner Telecom of Wisconsin, L.P. ("TWTC") to opt-in to an existing Traffic Exchange Agreement that was approved by the Public Service Commission of Wisconsin as an effective agreement on July 26, 2001, between CenturyTel and Choice One Communications f/k/a US Xchange of Wisconsin, LLC by Docket 05-TI-489, copy attached.

I have been authorized by TWTC to submit for Commission approval, pursuant to 47 USC §252(i), the enclosed Opt-in Letter Agreement.

I hereby certify that a copy of the electronic filing has been served by US Postal Service on December 21, 2004, as follows:

Time Warner Telecom, Inc.
ATTN: Y. Suraya Yahaya
Senior Manager, Interconnection
Legal and Regulatory Department
10475 Park Meadows Drive
Littleton, CO 80124

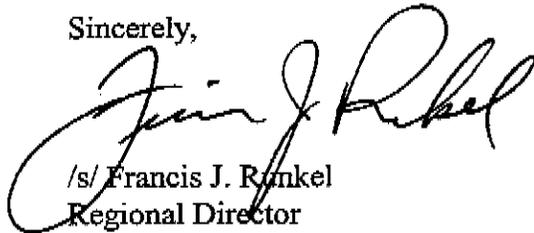
Time Warner Telecom, Inc.
ATTN: Tina Davis
Vice President and General Counsel
10475 Park Meadows Drive
Littleton, CO 80124

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Time Warner Telecom, Inc.
ATTN: Pamela Sherwood
Vice President of Regulatory
Mid-West Region
4625 West 86th Street, Suite 500
Indianapolis, IN 46268

If you have any questions, please give me a call at 608-796-7894 or call Kate Proctor at 608-796-5407. Thank you.

Sincerely,



/s/ Francis J. Runkel
Regional Director
Carrier Relations

FJR:kp

Attachments

cc: Ken.Barth@psc.state.wi.us
Lorenzo.Cruz@CenturyTel.com
Joey.Bales@CenturyTel.com



Time Warner Telecom, Inc.
Attn: Tina Davis
Vice President and Deputy General Counsel
10475 Park Meadows Drive
Littleton, CO 80124

December 3, 2004

RE: Opt-In to existing Traffic Exchange Agreement - Time Warner Telecom of Wisconsin, L.P.

Dear Ms. Davis:

CenturyTel of Southern Wisconsin, LLC and CenturyTel of the Midwest-Wisconsin, LLC, (referred to as "CenturyTel") has received a request from Time Warner Telecom of Wisconsin, L.P. (referred to as "TWTC"), stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), TWTC wishes to adopt the terms of the Traffic Exchange Agreement between CenturyTel of Central Wisconsin, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of the Midwest-Wisconsin, LLC, and Telephone USA of Wisconsin, LLC and US Xchange of Wisconsin, L.L.C. ("US Xchange") that was approved by the Public Service Commission of Wisconsin on July 26, 2001 as an effective agreement in the State of Wisconsin in Docket No. PSCW Docket 05-TI-489 (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to TWTC's adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Except as set forth below, TWTC adopts the Terms of the US Xchange Traffic Exchange Agreement for interconnection and traffic exchange with CenturyTel and in applying the Terms, agrees that TWTC shall be substituted in place of US Xchange in the Terms wherever appropriate.
2. TWTC requests that notice to TWTC as may be required under the Terms shall be provided as follows:

To: Tina Davis
Vice President and Deputy General Counsel
Time Warner Telecom, Inc.
10475 Park Meadows Drive
Littleton, CO 80124
Tel: 303-566-1279
Fax: 303-566-1010
E-mail: tina.davis@twtelecom.com

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Page Two

With a copy to: Pamela Sherwood
Vice President of Regulatory, Mid-West Region
Time Warner Telecom, Inc.
4625 West 86th Street, Suite 500
Indianapolis, IN 46268
Tel: 317-713-8977
Fax: 317-713-8923
E-mail: pamela.sherwood@twtelecom.com

3. TWTC represents and warrants that it has obtained authority from the Public Service Commission of Wisconsin to provide local exchange service in Wisconsin.
4. TWTC's adoption of the US Xchange Terms shall become effective upon CenturyTel's filing of this letter with the Public Service Commission of Wisconsin and shall be subject to any termination conditions contained in Section 7 of the adopted agreement.
5. The Parties agree to the calling areas and points of interconnections as defined on Attachment A. Each Party agrees to provide facilities to the meet point at no cost to the other Party, pursuant to Paragraph 9, Section 3 of this letter. Changes or additions to Attachment A will be mutually agreed to by the Parties.
6. As the Terms are being adopted by TWTC pursuant to its statutory rights under Section 252(i), CenturyTel does not provide the Terms to TWTC as either a voluntary or negotiated agreement. The filing and performance by either CenturyTel or TWTC of the Terms does not in any way constitute a waiver by CenturyTel or TWTC of any position as to the Terms or a portion thereof, nor does it constitute a waiver by either CenturyTel or TWTC of all rights and remedies either party may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of TWTC's 252(i) election.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
8. Although CenturyTel of Southern Wisconsin, LLC was not part of the US Exchange agreement with CenturyTel, upon execution of the adopted agreement by CenturyTel, CenturyTel of Southern Wisconsin, LLC will be deemed to have accepted all of the Terms. CenturyTel has agreed to include CenturyTel of Southern Wisconsin, LLC rate centers as part of this adoption to include the additional rate center included on Attachment A.
9. The parties agree to add the following language in

Section 2 - Routing of Traffic:

Time Warner Telecom, Inc.
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Where parties agree to route traffic through a third party transit provider, the third party tandem switch must be in the same LATA as the originating and terminating parties' Local Routing Number ("LRN") as defined in the LERG.

Section 3 - Direct Connection

To the extent that the parties have utilized any indirect network connection through a shared access tandem for exchange of traffic, the parties agree to convert such connection to a direct connection when 1) traffic volumes over such connection reach a DS-1 equivalent, or 2) either party is being charged more than \$300 monthly in transiting charges.

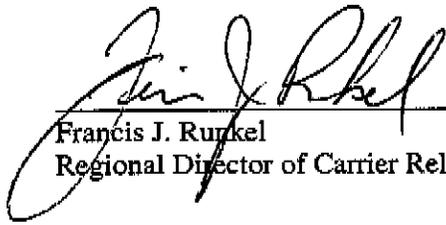
10. Unless an explicit exemption is created within the Terms, the Terms shall be subject to any and all applicable laws, rules, or regulations, including those that subsequently may be prescribed by federal, state, or local government authority, including actions taken by the Public Service Commission of Wisconsin in Docket No. 05-MA-130, or any court on appeal thereof. The parties agree to modify, in writing, the affected term(s) and condition(s) of the Terms as necessary to conform them to such law, rule or regulation. If the parties are unable to agree to such a written amendment, either party may seek Dispute Resolution (as defined in the adopted agreement) according to the Terms.
11. CenturyTel reserves the right to deny any TWTC application of the Terms, in whole or in part:
 - (a) when the costs of providing the Terms to TWTC are greater than the costs of providing it to US Xchange;
 - (b) if the provision of the Terms to TWTC is not technically feasible; and/or to the extent TWTC already has an existing interconnection agreement (or existing 252(i) adoption with CenturyTel) and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).
12. Should either party attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, the other party reserves its rights to seek appropriate legal and/or equitable relief.
13. The parties acknowledge that CenturyTel asserts that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this Agreement, CenturyTel is not waiving its right to maintain at some point during the term of this Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251 (f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return to Francis J. Runkel, Regional Director of Carrier Relations, 333 North Front Street, La Crosse, WI 54601.

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Sincerely,

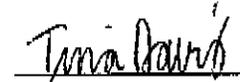
CenturyTel of Southern Wisconsin, LLC
CenturyTel of the Midwest- Wisconsin, LLC



Francis J. Runkel
Regional Director of Carrier Relations

Date signed: 12/17/04

Time Warner Telecom of Wisconsin, L.P.
By: Time Warner Telecom General Partnership,
its general partner
By: Time Warner Telecom Holdings Inc.,
its managing general partner



Tina Davis
Vice President and Deputy General Counsel

Date signed: 12/15/04

Enclosure: Attachment A

ATTACHMENT A
December 3, 2004

Time Warner	Time Warner Switch	Local	CenturyTel	CenturyTel Rate Center	CenturyTel Switch	CenturyTel ILEC Name	Point of Interconnection
Rate Center	Switch	Call Type	Rate Center	CenturyTel Switch	CenturyTel ILEC Name	Point of Interconnection	
Hartland	MILXWIXDS0	EAS	Delafield	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Hartland	MILXWIXDS0	ECC	Sullivan	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Hartland	MILXWIXDS0	ECC	Dousman	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Hartland	MILXWIXDS0	ECC	Genesee	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Waukesha	MILXWIXDS0	EAS	North Prairie	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Waukesha	MILXWIXDS0	EAS	North Prairie	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Waukesha	MILXWIXDS0	EAS	Mukwonago	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Waukesha	MILXWIXDS0	EAS	Genesee	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Waukesha	MILXWIXDS0	EAS	Delafield	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Waukesha	MILXWIXDS0	ECC	Eagle	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Waukesha	MILXWIXDS0	ECC	Dousman	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Pewaukee	MILXWIXDS0	EAS	Delafield	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Pewaukee	MILXWIXDS0	ECC	Genesee	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Pewaukee	MILXWIXDS0	ECC	North Prairie	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Pewaukee	MILXWIXDS0	ECC	Dousman	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Oconomowoc	MILXWIXDS0	EAS	Delafield	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Oconomowoc	MILXWIXDS0	ECC	Dousman	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Oconomowoc	MILXWIXDS0	ECC	Genesee	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Burlington	MILXWIXDS0	ECC	Mukwonago	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Burlington	MILXWIXDS0	ECC	East Troy	NPRRWIXADSA	CenturyTel of the Midwest Wisconsin, LLC	North Prairie Exchange Boundary	
Beaver Dam	MILXWIXDS0	EAS	Fox Lake	RNDHWIXBDS1	CenturyTel of Southern Wisconsin, LLC	Randolph Exchange Boundary	
Beaver Dam	MILXWIXDS0	EAS	Randolph	RNDHWIXBDS1	CenturyTel of Southern Wisconsin, LLC	Randolph Exchange Boundary	
Beaver Dam	MILXWIXDS0	ECC	Cambria	RNDHWIXBDS1	CenturyTel of Southern Wisconsin, LLC	Randolph Exchange Boundary	
Beaver Dam	MILXWIXDS0	ECC	Fall River	RNDHWIXBDS1	CenturyTel of Southern Wisconsin, LLC	Randolph Exchange Boundary	
EAS - Extended Area Service							
ECC - Extended Community Calling							

Date Mailed July 26, 2001

BEFORE THE
PUBLIC SERVICE COMMISSION OF WISCONSIN

Application for Approval of the Interconnection Agreement Between Choice One
Communications f/k/a US Xchange of Wisconsin, LLC, and CenturyTel

05-TI-489

ORDER APPROVING INTERCONNECTION AGREEMENT

The Commission approves the interconnection Agreement between Choice One Communications f/k/a US Xchange of Wisconsin, LLC (Choice), and CenturyTel (Century), dated May 17, 2001. The parties requested Commission approval of the Agreement by letter received May 21, 2001, from Century. This agreement is with Century's local exchange companies: CenturyTel of Central Wisconsin, LLC, CenturyTel of the Midwest-Wisconsin, Inc., CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, Inc., and Telephone USA of Wisconsin, LLC. Century asserts that it is authorized by Choice to submit this application on its behalf, and Century has certified that a copy of the Agreement was sent to Choice. Opportunity to comment was given, but no comments were received. A list of persons interested in this proceeding may be found in Appendix A.

Pursuant to 47 U.S.C. § 252(e)(2)(A), the Agreement, because it was adopted by negotiation, could have been rejected only if the Commission found that the Agreement discriminates against a telecommunications carrier not a party to the Agreement, or the implementation of such Agreement or portion thereof is not consistent with the public interest, convenience, and necessity.

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Notwithstanding the approval as stated above, the Commission determined that there is no evidence that the Agreement discriminates against any specific provider or is inconsistent with the public interest. As the Agreement promotes competition, consumer choice, and the development of additional telecommunications infrastructure in Wisconsin, approval of the Agreement would be consistent with at least three public interest factors enumerated in Wis. Stat. § 196.03(6). Other statutory factors not considered are either not relevant or outweighed by the factors cited above. The Commission concludes that the Agreement satisfies the public interest under Wis. Stat. § 196.03(6), and the criteria for approval under 47 U.S.C. § 252(e)(2)(A).

The Commission construes the Agreement between Century and Choice as based solely on the needs and interests of these parties. This Commission order does not constitute a Commission adoption of any substantive term or provision of the Agreement as a policy of the Commission applicable generally to other telecommunications providers or specifically to providers seeking interconnection with Century.

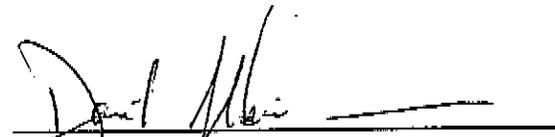
The Commission is issuing this approval order under the Commission's "Interim Procedures for Negotiations, Mediation, Arbitration, and Approval of Agreements" in docket 05-TI-140; Wis. Stat. §§ 196.02, 196.03, 196.04, 196.199, 196.219, 196.26, 196.28, 196.39, 196.395, 196.40, 196.44, and other provisions of Wis. Stat. ch. 196, as may be pertinent hereto; and provisions of the Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996),

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that the Commission may apply within its discretion and jurisdiction under Wis. Stat. ch. 196.

Dated at Madison, Wisconsin 25 July 2001

For the Commission:



David Albino
Administrator
Telecommunications Division

DA:KGB:reb:g:\order\pending\05-TI-489

cc: Records Management/Master File

See Attached Notice of Appeal Rights

Docket 05-TI-489

Notice of Appeal Rights

Section 252(e)(6) of the federal Telecommunications Act of 1996, provides that any party aggrieved by this determination may bring an action in an appropriate Federal district Court to determine whether the agreement meets the requires of §§ 251 and 252 of that Act.

Notice is hereby given that a person aggrieved by the foregoing decision has the right to file a petition for judicial review as provided in Wis. Stat. § 227.53. The petition must be filed within 30 days after the date of mailing of this decision. That date is shown on the first page. If there is no date on the first page, the date of mailing is shown immediately above the signature line. The Public Service Commission of Wisconsin must be named as respondent in the petition for judicial review.

This general notice is for the purpose of ensuring compliance with Wis. Stat. § 227.48(2) and does not constitute a conclusion or admission that any particular party or person is necessarily aggrieved or that any particular decision or order is final or judicially reviewable.

rev. 11/17/98

Docket 05-TI-489

APPENDIX A

This proceeding is not a contested case under Wis. Stat. ch. 227, therefore there are no parties to be listed or certified under Wis. Stat. § 227.47. However, the persons listed below participated.

Public Service Commission of Wisconsin
(Not a party but must be served)
610 North Whitney Way
P.O. Box 7854
Madison, WI 53707-7854

Ms. Mary Whiting
Choice One Communications
56 Grandville SW
Grand Rapids, MI 49503

Mr. Fran Runkel
CenturyTel
P.O. Box 4800
La Crosse, WI 54602-4800

TRAFFIC EXCHANGE AGREEMENT

BETWEEN

CENTURYTEL OF CENTRAL WISCONSIN, LLC.

CENTURYTEL OF FORESTVILLE, LLC.

CENTURYTEL OF LARSEN READFIELD, LLC.

CENTURYTEL OF THE MIDWEST-WISCONSIN, LLC.

TELEPHONE USA OF WISCONSIN, LLC.

AND

US XCHANGE OF WISCONSIN, L.L.C.

FOR THE STATE OF WISCONSIN

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This Mutual Traffic Exchange Agreement ("Agreement") is effective as provided herein by and between CenturyTel of Central Wisconsin, LLC., CenturyTel of Forestville, LLC., CenturyTel of Larsen-Readfield, LLC., CenturyTel of Midwest-Wisconsin, LLC. and Telephone USA of Wisconsin, LLC. ("CenturyTel") and US Xchange of Wisconsin, L.L.C. ("US Xchange"), collectively referred to as the "Parties".

Whereas, CenturyTel's legal entities listed above are incumbent local exchange carriers with authority from the Public Service Commission of Wisconsin ("PSCW or Commission") to provide local exchange services to the exchanges identified on Appendix A.

Whereas, US Xchange has obtained authority from the Public Service Commission of Wisconsin to provide competing local exchange service within the exchanges identified on Appendix A; and

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. Traffic Exchange

US Xchange and CenturyTel agree to exchange Extended Community Calling (ECC) and Extended Area Service (EAS) traffic pursuant to this Agreement. ECC and EAS traffic is local traffic between a CenturyTel exchange and a US XCHANGE exchange. The Parties will comply with the Commission's authorized definitions of EAS and ECC contained in CenturyTel's local exchange tariff. ECC or EAS traffic is expressly limited to wireline-to-wireline Local Traffic between the Parties. The current calling scope between the Parties is defined on Appendix A. All non-ECC Traffic shall be subject to the appropriate state or interstate access charges. This provision in no way limits either Party's rights under the Communications Act of 1934, as amended, State laws or regulatory decisions.

2. Routing of Traffic

The Parties will transit ECC and EAS traffic through a shared access tandem. The originating Party will be responsible for payment of any transit charges (including tandem switching) assessed by the third Party carrier for use of the third Party's tandem switch and facilities for the exchange of EAS or ECC traffic. The Parties agree that at such time as the Commission enters a final, binding and non-appealable order ("Final Commission Order") determining that payment for transiting charges for the exchange of ECC traffic is to be made by a Party different than the Party on whose network the call originates, the Parties shall compensate each other in accordance with the Final Commission Order retroactive to the effective date of the Final Commission Order.

3. Direct Connection

If ECC or EAS traffic volumes grow to a point where it is economically advantageous to provide a direct connection between CenturyTel and US Xchange or if such a direct connection is otherwise required, then CenturyTel and US Xchange shall agree on a mutually acceptable meet point. The Parties agree to negotiate in good faith to amend this Agreement to accommodate such a request.

4. Compensation

US Xchange and CenturyTel agree to terminate ECC or EAS traffic on a bill and keep basis of compensation. Bill and keep shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its end users.

5. Local Exchange Routing Guide (LERG)

US Xchange and CenturyTel agree to load each other's NPA/NXX codes, which may change from time to time in the LERG, into their respective switch translation databases in a reasonable and timely manner, in accordance with standard industry practices.

6. Signaling

US Xchange and CenturyTel agree to interconnect their SS7 (Signaling System 7) networks either directly or through third parties. US Xchange and CenturyTel further agree to exchange TCAP messages that are necessary to provide call management features (automatic callback, automatic recall, and screening list editing) between the US Xchange local STPs (Signaling Transfer Points) and the STPs that provide connectivity with the CenturyTel local switch. The Parties agree to set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party will bill the other Party for exchange of these TCAP (Transaction Capabilities Application Part) messages. This provision shall not be construed to require either Party to convert its networks to SS7.

7. Effective Date

This Agreement shall commence when fully executed and filed with the Commission, as required, and have an initial term of one year. This Agreement will automatically renew for successive one year periods, unless either Party requests renegotiation or gives notice of termination at least sixty (60) days prior to the expiration of the initial or any renewal term. Either Party may terminate this Agreement or request renegotiation upon sixty (60) days notice if the Commission issues an Order that would materially effect the current compensation arrangements between CenturyTel and US Xchange. In the event a Party requests to renegotiate this Agreement and such renegotiation does not conclude prior to expiration of this Agreement or a Party gives notice of termination and the other Party requests a replacement agreement and a replacement agreement is not reached prior to the expiration of this Agreement, this Agreement shall continue in full force and effect until replaced by a superseding agreement. In the event the Parties fail to agree to such a replacement agreement, either Party may, at any time during the negotiations, invoke the provisions of paragraph 10 of this Agreement. In such event, this Agreement shall continue in effect pending the adoption of a replacement agreement. Nothing in this provision shall prevent the Parties from voluntarily modifying this Agreement in writing. The Parties agree to obtain all necessary regulatory approvals of such amendments or replacement agreements. In the event of a termination of this Agreement or of any telecommunications service provided hereunder, the Parties shall work cooperatively to minimize any potential interruptions of service and/or other disruptions or inconveniences to the Parties' customers.

8. 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. No amendment, modification, or supplement to this Agreement shall be effective without approval of the Commission, if required.

9. Assignments

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party. The Party making the assignment shall notify the Commission sixty (60) days in advance of the effective date of the assignment.

10. Dispute Resolution

The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute.

11. Costs

If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, pursuant to paragraph 10, each Party shall pay half of the fees and expenses so incurred, if any. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

12. Default

If either Party ("Defaulting Party") materially breaches any material provision of this Agreement, and such failure or breach continues for 30-days after written notice thereof from the other Party, the other Party may, by written notice terminate the Agreement or use the dispute resolution procedures defined in paragraph 10. The Party receiving written notice regarding the breach may correct the breach within the 30-day period, in which case the Agreement shall not terminate.

13. Termination of Agreement

In the event of a termination as described in Paragraph 12, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements shall continue without interruption. Neither Party shall disconnect service to the other Party without first obtaining Commission approval.

14. Liability

Except for a Party's gross negligence or willful or intentional misconduct, neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A repeated breach of a material obligation under this Agreement may be offered as evidence of gross negligence or willful or intentional misconduct. A Party's liability shall not be limited with respect to its indemnification obligations under this Agreement.

15. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS COMPELLED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

16. Indemnification

(a.) Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, gross negligence (but only to the extent of such negligence) or willful or intentional misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third Party against the Indemnified Party.

(b.) The Indemnified Party will (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely

apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may direct such defenses, which shall be at the expense of the Indemnifying Party.

(c.) The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a third party claim or consent to judgment with regard to a third party claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

17. 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.

18. Limitation of Liability

Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, or unusually severe weather. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations.

19. Confidential Information

(a.) To the extent permitted by applicable law, all information which is disclosed by one Party ("Disclosing Party") to the other Party ("Recipient") in connection with this Agreement shall automatically be deemed proprietary to the Disclosing Party and subject to this Agreement, unless confirmed in writing to be exempt from this Agreement. In addition, by way of example and not limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information shall be deemed Confidential Information. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

(b.) Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Recipient has provided Disclosing Party with written notice of such requirement as soon as possible and prior to disclosure, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

(c.) Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

20. Notices

All notices or other communication hereunder shall be deemed to have been duly given when made in writing by facsimile, electronic mail, delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

To US XCHANGE: Choice One Communications, Inc.
ATTN: Kim Scovill, VP Legal and Regulatory Affairs
100 Chestnut Street, Suite 700
Rochester, New York 14604
Phone: 716-530-2665
Facsimile: 716-530-2734

Mary Whiting
Choice One Communications
56 Granville SW
Grand Rapids, MI 49503
Phone: 616-988-7028
Facsimile: 616-988-0466
Email: mwhiting@choiceonecom.com

To CenturyTel: CenturyTel
Attn: Fran Runkel
2615 East Avenue South
La Crosse, WI 54602-4800
Facsimile: (608) 796-7890
Email: fran.runkel@centurytel.com

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

21. AMENDMENTS

This Agreement may be amended at any time upon written agreement of both parties.

22. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of the Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

23. Entire Agreement

This Agreement sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by an definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

24. Binding Effect.

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

25. 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.

Signature Page

US Xchange and CenturyTel hereby authorize and execute this Agreement.

US Xchange of Wisconsin, L.L.C.

CenturyTel of Central Wisconsin, LLC.
CenturyTel of Forestville, LLC.
CenturyTel of Larsen-Readfield, LLC.
CenturyTel of Midwest - Wisconsin, LLC.
Telephone USA of Wisconsin, LLC.



Signature

Kim Robert Scovill

Name Printed or Typed

Vice President, Legal and Regulatory Affairs

Title

Date

5/1/01



Signature

Carrick B. Inabnett

Name Printed or Typed

Corporate Manager-Carrier Relations

Title

Date

5/14/01

Appendix A Calling Area

<u>CenturyTel of Central Wisconsin, LLC.</u>						<u>US Xchange, L.L.C.</u> <u>OCN 7979</u>			
<u>OCN</u>	<u>NPA</u>	<u>NXX</u>	<u>Call Type</u>	<u>Exchange</u>	<u>CLLI</u>	<u>NPA</u>	<u>NXX</u>	<u>Rate Center</u>	<u>CLLI</u>
1159	920	984	EAS	Black Creek	BLCKWIXARSO	920	968	APPLETON	APPLWIFBDS0
1159	920	863	ECC	Denmark	DNMKWIXADSO	920	964	DE PERE	GNBYWI02RS0
1159	920	863	EAS	Denmark	DNMKWIXADSO	920	965	GREEN BAY	GNBYWI02RS0
1159	920	845	EAS	Luxemburg	LXBGWIXARSO	920	965	GREEN BAY	GNBYWI02RS0
1159	920	866	ECC	New Franken	NWFRWIXARSO	920	964	DE PERE	GNBYWI02RS0
1159	920	866	EAS	New Franken	NWFRWIXARSO	920	965	GREEN BAY	GNBYWI02RS0
1159	920	589	EAS	Pickett	PCKTWIXBRSO	920	966	OSHKOSH	OSHKWIEVRS0
1159	920	833	ECC	Seymour	SYMRWIXADSO	920	968	APPLETON	APPLWIFBDS0
1159	920	833	ECC	Seymour	SYMRWIXADSO	920	964	DE PERE	GNBYWI02RS0
1159	920	833	EAS	Seymour	SYMRWIXADSO	920	965	GREEN BAY	GNBYWI02RS0
1159	920	986	EAS	Shiocton	SCTNWIXARSO	920	968	APPLETON	APPLWIFBDS0
<u>CenturyTel of Forestville, LLC.</u>						<u>US Xchange, L.L.C.</u> <u>OCN 7979</u>			
<u>OCN</u>	<u>NPA</u>	<u>NXX</u>	<u>Call Type</u>	<u>Exchange</u>	<u>CLLI</u>	<u>NPA</u>	<u>NXX</u>	<u>Rate Center</u>	<u>CLLI</u>
0884	920	825	EAS	Brussels	BRSLWIXARSO	920	240	STURGEONBY	GNBYWI02RS0
0884	920	856	EAS	Forestville	FSVLWIXADSO	920	240	STURGEONBY	GNBYWI02RS0
0884	920	824	EAS	Little Sturgeon	LTSTWIXARSO	920	240	STURGEONBY	GNBYWI02RS0
<u>Telephone USA of Wisconsin, LLC.</u>						<u>US Xchange, L.L.C.</u> <u>OCN 7979</u>			
<u>OCN</u>	<u>NPA</u>	<u>NXX</u>	<u>Call Type</u>	<u>Exchange</u>	<u>CLLI</u>	<u>NPA</u>	<u>NXX</u>	<u>Rate Center</u>	<u>CLLI</u>
1155	715	643	EAS	Boyceville	BYVLWIXARSO	262	437	MENOMONFLS	MILWWISTDS0
1155	715	962	EAS	Colfax	CLFXWIXADSO	262	437	MENOMONFLS	MILWWISTDS0
1155	715	879	EAS	Elk Mound	EKMDWIXARSO	262	437	MENOMONFLS	MILWWISTDS0
1155	715	639	ECC	Elmwood	EMWDWIXADSO	262	437	MENOMONFLS	MILWWISTDS0
1155	715	665	EAS	Knapp	KNAPWIXARSO	262	437	MENOMONFLS	MILWWISTDS0
1155	715	632	EAS	Wheeler	WHLRWIXARSO	262	437	MENOMONFLS	MILWWISTDS0

<u>CenturyTel of Larsen Readfield, LLC.</u>						<u>US Xchange, L.L.C.</u> <u>OCN 7979</u>			
<u>OCN</u>	<u>NPA</u>	<u>NXX</u>	<u>Call Type</u>	<u>Exchange</u>	<u>CLLI</u>	<u>NPA</u>	<u>NXX</u>	<u>Rate Center</u>	<u>CLLI</u>
0898	920	836	ECC	Larsen	LRSNWIXADSO	920	968	APPLETON	APPLWIFBDS0
0898	920	836	EAS	Larsen	LRSNWIXADSO	920	967	NEENAH	APPLWIFBDS0
0898	920	836	ECC	Larsen	LRSNWIXADSO	920	966	OSHKOSH	OSHKWIEVRS0
<u>CenturyTel of the Midwest-Wisconsin, LLC.</u>						<u>US Xchange, L.L.C.</u> <u>OCN 7979</u>			
<u>OCN</u>	<u>NPA</u>	<u>NXX</u>	<u>Call Type</u>	<u>Exchange</u>	<u>CLLI</u>	<u>NPA</u>	<u>NXX</u>	<u>Rate Center</u>	<u>CLLI</u>
0922	608	846,842	EAS	De Forest	DFRSWIXADSO	608	268	MADISON	MDSNWIADDS0
0922	920	646	EAS	Delafield	DLFDWIXARSO	262	244	OCONOMOWOC	MILWWISTDS0
0922	920	646	EAS	Delafield	DLFDWIXARSO	262	264	PEWAUKEE	MILWWISTDS0
0922	920	646	EAS	Delafield	DLFDWIXARSO	262	436	WAUKESHA	MILWWISTDS0
0922	920	965	EAS	Dousman	DSMNWIXARSO	262	244	OCONOMOWOC	MILWWISTDS0
0922	920	965	ECC	Dousman	DSMNWIXARSO	262	264	PEWAUKEE	MILWWISTDS0
0922	920	965	ECC	Dousman	DSMNWIXARSO	262	436	WAUKESHA	MILWWISTDS0
0922	920	594	ECC	Eagle	EAGLWIXARSO	262	436	WAUKESHA	MILWWISTDS0
0884	608	876	ECC	Footville	FTVLWIXADSO	608	299	BELOIT	MDSNWIADDS0
0884	608	876	EAS	Footville	FTVLWIXADSO	608	531	JANESVILLE	MDSNWIADDS0
0841	920	446	ECC	Fremont	FRMTWIXADSO	715	942	WAUPACA	APPLWIFBDS0
0922	920	968	ECC	Genesee	GENSWIXARSO	262	244	OCONOMOWOC	MILWWISTDS0
0922	920	968	ECC	Genesee	GENSWIXARSO	262	264	PEWAUKEE	MILWWISTDS0
0922	920	968	EAS	Genesee	GENSWIXARSO	262	436	WAUKESHA	MILWWISTDS0
0924	608	795	ECC	Mazomanie	MAXOWIXARSO	608	268	MADISON	MDSNWIADDS0
0841	608	868	EAS	Milton	MLTNWIXADSO	608	531	JANESVILLE	MDSNWIADDS0
0922	920	363	EAS	Mukwonago	MKWNWIXARSO	262	436	WAUKESHA	MILWWISTDS0
0922	920	392	ECC	North Prairie	NPRRWIXADSA	262	244	OCONOMOWOC	MILWWISTDS0
0922	920	392	ECC	North Prairie	NPRRWIXADSA	262	264	PEWAUKEE	MILWWISTDS0
0922	920	392	EAS	North Prairie	NPRRWIXADSA	262	436	WAUKESHA	MILWWISTDS0
0841	920	987	ECC	Poy Sippi	PYSPWIXADSO	715	942	WAUPACA	APPLWIFBDS0
0922	608	635	EAS	Poynette	PYNTWIXADSO	608	268	MADISON	MDSNWIADDS0
0922	920	593	EAS	Sullivan	SLLVWIXARSO	262	244	OCONOMOWOC	MILWWISTDS0
0970	920	864	EAS	Wayside	WYSDWIXADSO	920	964	DE PERE	GNBYWI02RS0
0970	920	864	EAS	Wayside	WYSDWIXADSO	920	965	GREEN BAY	GNBYWI02RS0
0970	920	864	ECC	Wayside	WYSDWIXADSO	920	462	KAUKAUNA	APPLWIFBDS0
0841	920	867	EAS	Weyauwega	WYWGWIXADSO	715	942	WAUPACA	APPLWIFBDS0
0922	920	622	ECC	Wild Rose	WLDRWIXADS1	715	942	WAUPACA	APPLWIFBDS0