January 31, 2005

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 Merrimac Communications, Ltd. for Approval of Opt-In to existing Interconnection, Resale and Unbundling Agreement between CenturyTel and Sprint Communications Company, L.P.

Dear Ms. Dorr:

CenturyTel hereby requests approval, pursuant to 47 USC § 252, of the request from Merrimac Communications, Ltd. ("Merrimac") to opt-in to an existing Interconnection, Resale and Unbundling Agreement that was approved by the Public Service Commission of Wisconsin as an effective agreement on August 26, 2003, between CenturyTel and Sprint Communications Company, L.P. by Docket 05-TI-861 copy attached.

I have been authorized by Merrimac 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 January 31, 2005, as follows:

Bart Olson, President
Merrimac Communications, Ltd.
327 Palisade Street
PO Box 40
Merrimac, WI 53561
Telephone: 608-493-9470

If you have any questions, please give me a call at 608-796-7894.

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
bart@merr.com

CENTURYTEL

January 3, 2005

Merrimac Communications, Ltd.
ATTN: Bart Olson
327 Palisade St.
PO Box 40
Merrimac, WI 53561

RE: Adoption of existing Interconnection, Resale and Unbundling Agreement

Dear Mr. Olson:

CenturyTel of the Midwest-Kendall, LLC, Telephone USA of Wisconsin, LLC and CenturyTel of Central Wisconsin, LLC (referred to as "CenturyTel") has received a request dated December 1, 2004 from Merrimac Communications, Ltd. (referred to as "Merrimac") stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Merrimac wishes to adopt the terms of the Interconnection, Resale and Unbundling Agreement between CenturyTel of the Midwest-Kendall, LLC, Telephone USA of Wisconsin, LLC and CenturyTel of Central Wisconsin, LLC and Sprint Communications Company, L.P. ("Sprint") that was approved by the Public Service Commission of Wisconsin as an effective agreement in the State of Wisconsin in Docket No. 05-TI-861 on August 26, 2003. (the "Terms"). This letter shall confirm that Merrimac has a copy of the Terms. Please note the following with respect to Merrimac's adoption of the Terms.

By Merrimac's countersignature on this letter, Merrimac hereby represents and commits to the following:

1. Except as set forth below, Merrimac adopts the Terms of the Sprint agreement for interconnection with CenturyTel and in applying the Terms, agrees that Merrimac shall be substituted in place of Sprint in the Terms wherever appropriate.

2. Merrimac requests that notice to Merrimac as may be required under the Terms shall be provided as follows:

   Merrimac Communications, Ltd.
   327 Palisade St.
   PO Box 40
   Merrimac, WI 53561
   Telephone #: 608-493-9470 Facsimile #: 608-493-9902
   Email Address: bart@merr.com

3. Merrimac represents and warrants that it is a certified provider of local telecommunications service in the State of Wisconsin, and that its adoption of the Terms will cover services in the State of Wisconsin only.

4. Merrimac's adoption of the Sprint Terms shall become effective upon CenturyTel's filing of this letter with the Public Service Commission of Wisconsin and shall terminate pursuant to the Sprint Terms.

5. As the Terms are being adopted by Merrimac pursuant to its statutory rights under Section 252 (i), CenturyTel does not provide the Terms to Merrimac as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it 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 Merrimac's 252(i) election.

6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not as of May 15, 2001, opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic. Thus, to the extent that compensation for the exchange of ISP-bound traffic is addressed in the Sprint agreement, the Parties acknowledge that such compensatory arrangement is not a part of this Adoption Agreement.

7. Pursuant to agreement terms, the U.S. Court of Appeals D.C. Circuit decision to vacate portions of the FCC's Triennial Review Order ("TRO") resulted in the UNE-P (switching UNE) and high-capacity UNE provisions of this Agreement being held by a court of competent jurisdiction to be unenforceable and provision termination notice was given by CenturyTel to all agreement holders of record effective June 15, 2004. Since any terms relating to the provision the UNE-Ps and high-capacity UNEs were lawfully terminated, these specific terms are, therefore, no longer available for 252 (i) adoption and CenturyTel will not perform under terminated terms pursuant to the subsequent adoption of the agreement.

8. 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.

9. CenturyTel reserves the right to deny any Merrimac adoption and/or application of the Terms, in whole or in part, at any time:

(a) when the costs of providing the Terms to Merrimac are greater than the costs of providing themto Sprint;

(b) if the provision of the Terms to Merrimac is not technically feasible; and/or to the extent Merrimac 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); and

(c) when Non-Recurring charges applicable to Resale or in CenturyTel's local tariff apply without discount.

10. Should Merrimac attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.

Please indicate Merrimac's agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

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

Francis J. Runkel
Regional Director, Carrier Relations

1/28/05
Date

Reviewed and countersigned:

Merrimac Communications, Ltd.

Bart Olson
President

1-25-05
Date

Enclosure

CC: Guy Miller

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

CENTURYTEL OF THE MIDWEST-KENDALL, LLC
CENTURYTEL OF CENTRAL WISCONSIN, LLC
TELEPHONE USA OF WISCONISN, LLC

AND

SPRINT COMMUNICATIONS COMPANY L.P.

IN THE STATE OF WISCONSIN

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This Interconnection Agreement (the "Agreement"), is by and between CenturyTel of the Midwest-Kendall, LLC, CenturyTel of Central Wisconsin, LLC, and Telephone USA of Wisconsin, LLC with their address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Sprint Communications Company L.P. in its capacity as a certified Provider of local two-way wireline dial-tone service ("Sprint"), with its address for this Agreement at 6450 Sprint Parkway Overland Park, Kansas 66251 (CenturyTel and Sprint 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 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 Sprint hereby covenant and agree as follows:

ARTICLE I

SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of Local Traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by Sprint of certain telecommunications services provided by CenturyTel in its franchise areas for resale by Sprint, the purchase by Sprint of certain Unbundled Network Elements from CenturyTel, and the terms and conditions of the collocation of certain equipment of Sprint 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. 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. Sprint agrees to negotiate reciprocal terms and conditions with CenturyTel based on this Agreement.

The services and facilities to be provided to Sprint by CenturyTel in satisfaction of this Agreement may be provided pursuant to CenturyTel tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement

ARTICLE II

DEFINITIONS

1. General Definitions.

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

1.1 **Access Service Request (ASR)**

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

1.2 **Act**

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

1.3 **Affiliate**

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

1.4 **Answer Supervision**

An off-hook supervisory signal.

1.5 **Applicable Law**

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

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

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

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

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

1.8 **Automated Message Accounting (AMA)**

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message

Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

1.9 **Automatic Number Identification (ANI)**

The number transmitted through the network identifying the calling party.

1.10 **Basic Local Exchange Service**

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

1.11 **Bill-and-Keep Arrangement**

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

1.12 **Bona Fide Request (BFR)**

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

1.13 **Business Day**

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

1.14 **Central Office Switch**

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

1.15 **Centralized Message Distribution System (CMDS)**

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

1.16 **CLLI Codes**

Common Language Location Identifier Codes.

1.17 **Commission**

The Public Service Commission of Wisconsin.

1.18 **Common Channel Signaling (CCS)**

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

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

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

1.20 **Compliance**

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

1.21 **Conversation Time**

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

1.22 **Currently Available**

Existing as part of 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.

1.23 **Customer**

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

1.24 **Customer Service Record Search**

Applied to LSR when CLEC requests a customer service record search prior to account conversion from 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.

1.25 **Dedicated Transport**

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

1.26 **Disconnect Supervision**

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

1.27 **DS-1**

A service carried at digital signal rate of 1.544 Mbps.

1.28 **DS-3**

A service carried at digital signal rate of 44.736 Mbps.

1.29 **Electronic File Transfer**

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

1.30 **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.

1.31 **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.

1.32 **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.

1.33 **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.

1.34 **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.

1.35 **FCC**

The Federal Communications Commission.

1.36 **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).

1.37 **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 Guide, which may be amended from time to time by CenturyTel as needed.

1.38 **CTOC**

CenturyTel Operating Company.

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 **Information Access Traffic**

"Information Access Traffic", for the purpose of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties and shall be interpreted consistent with the FCC's Order on reciprocal compensation released April 27, 2001, Order on Remand and Report and Order, FCC 01-131,CC Docket No. 96-98, adopted April 18, 2001.

1.44 **Information Service Provider**

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.

1.45 **Initial Service Order**

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

1.46 **Inside Wire**

Inside Wire as defined by Federal Regulation 51.319 (a) (2) (i) is the loop plant owned by the Incumbent LEC on the end-user customer premise as far as the point of demarcation.

1.47 **Interconnection Facility**

See "Internetwork Facilities"

1.48 **Interconnection Point (IP) or Point of Interconnection**

IP or POI is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between Sprint and CenturyTel for the interconnection of the Parties networks.

1.49 **Interexchange Carrier (IXC)**

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

1.50 **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.

1.51 **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.

1.52 **ISDN User Part (ISUP)**

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

1.53 **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.

1.54 **Line (Loop) Conditioning**

Is the removal from the loop of any devices that may diminish the capability of loops to deliver high speed switched wireline telecommunications capabilities, including xDSL service.

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

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

1.56 **Local Exchange Carrier (LEC)**

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

1.57 **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.

1.58 **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.

1.59 **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.

1.60 **Local Traffic**

"Local Traffic, " for the purpose of this agreement the Parties shall agree that "Local Traffic" means traffic (excluding CMRS traffic) that is originated and terminated within CenturyTel local calling area, or mandatory expanded area service (EAS) area, as defined in existing CenturyTel tariffs. For this purpose, Local Traffic does not include any Information Access traffic.

1.61 **Local Loop**

A transmission facility between a distribution frame (or its equivalent) in a CenturyTel central office and the loop demarcation point at an end user customer premises, including Inside Wire owned by CenturyTel.

1.62 **Loop Facility Charge**

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

1.63 **Main Distribution Frame (MDF)**

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

1.64 **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.

1.65 **Mid-Span Fiber Meet**

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

1.66 **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.

1.67 **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 that is to be provided by two or more LECs.

1.68 **Network Interface Device (NID)**

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

1.69 **911 Service**

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

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

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

1.71 **Numbering Plan Area (NPA)**

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

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

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

1.73 **Owner or Operator**

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility (see reference in Article III, Section 46).

1.74 **Party/Parties**

CenturyTel and/or Sprint.

1.75 **Pole Attachment**

Refers to the definition set forth in Article X.

1.76 **Provider**

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

1.77 **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.

1.78 **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.

1.79 **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.

1.80 **Routing Point**

Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline

mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.81 **Service Switching Point (SSP)**

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

1.82 **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 Sprint end user when Sprint has purchased unbundled local switching), and are referred to as "shared transport facilities".

1.83 **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.

1.84 **Signaling System 7 (SS7)**

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

1.85 **Subloop**

Subloop is a network element defined as any portion of the loop that is technically feasible to access at terminals in CenturyTel's outside plant, including Inside Wiring. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing the splice case to reach the wire within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal and the feeder distribution interface.

1.86 **Subsidiary**

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

1.87 **Subsequent Service Order**

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

1.88 **Synchronous Optical Network (SONET)**

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

1.89 **Switched Access Service**

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access

tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

1.90 **Telcordia Technologies**

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

1.91 **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.

1.92 **Third Party Contamination**

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

1.93 **Transfer of Service**

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

1.94 **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.

1.95 **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.

1.96 **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.

1.97 **Vertical Features (including CLASS Features)**

Vertical services and switch functionalities provided by CenturyTel, including: Automatic Call Back; Automatic Recall; Call Forwarding Busy Line/Don't Answer; Call Forwarding Don't Answer; Call Forwarding Variable; Call Forwarding - Busy Line; Call Trace; Call Waiting; Call Number Delivery Blocking Per Call; Calling Number Blocking Per Line; Cancel Call Waiting; Distinctive Ringing/Call Waiting;

Incoming Call Line Identification Delivery; Selective Call Forward; Selective Call Rejection; Speed Calling; and Three Way Calling/Call Transfer.

1.98 **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 for a period of two years from the Effective Date of this Agreement. The Effective date shall be the latest date reflected by the signing parties. This agreement shall not continue past the termination date unless CenturyTel gives Sprint written notice of an offered extension period, which extension shall be effective at the end of the then-current term ("Termination Date"). Sprint must agree in writing to an offered extension period in order for the extension to become effective. Absent any written notice of extension from CenturyTel, to ensure a continuing relationship, Sprint should request negotiation for a new agreement no later than 180 days prior to the termination date. Sprint may at any time request CenturyTel to extend this agreement past the termination date but CenturyTel reserves the right to deny such a request and require negotiation of a new agreement pursuant to Sec. 251 (c) (1) of Title 47 of the US Code.

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:

2.2.1 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.

2.2.2 If this Agreement is not continued pursuant to subsection (a) preceding under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; or (iv) any rights under Section 252(i) of the Act.

2.3 Termination Upon Default.

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

2.3.1 A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

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

2.4 Termination Upon Sale.

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

2.5 Liability Upon Termination.

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

3. Amendments.

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

4. Assignment.

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

5. Authority.

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

6. Responsibility for Payment.

Sprint will not be required to pay CenturyTel a deposit before CenturyTel is required to perform under this agreement unless Sprint has not established a good payment history with CenturyTel. Such deposit will be calculated based on CenturyTel's estimated two-month charges to Sprint. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

7. CLEC Profile.

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

8. Contact Exchange.

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

9. Electronic Interface.

Electronic interface is not currently available.

10. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), Sprint 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 Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount allowed by the applicable CenturyTel state access tariffs, the state retail tariff, or the NECA Tariff FCC No. 5, in accordance with the service ordered, or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

10.4 Due Date.

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

10.5 Audits.

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

10.6 Federal Universal Service Charge.

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

10.7 Universal Service Fund.

The Universal Service Fund (USF) is designed to provide telecom services to all Americans at affordable rates and expand those services throughout the country, including to libraries and schools. Prior to August 1, 2001, Local Exchange Carriers were able to recover their costs of the universal service contribution fee from access charges to long distance carriers. A Federal Communication Commission (FCC) order released June 14, 2001 changed the recovery method to billing end users (customers) only.

Pursuant to the FCC's June 14, 2001 order on recovery of Universal Service Fund contributions (DA 01-1429), CenturyTel will charge and Sprint agrees to pay Federal Universal Service Charges (FUSCs) on all resold lines and UNEs/UNE-Ps unless and until Sprint provides to CenturyTel either:

10.7.1 a copy of the duly-executed Form 499 that Sprint filed with the FCC; proving that Sprint is making payments into the Universal Service Fund; or

10.7.2 a notarized copy of CenturyTel's "Certification of Universal Service Fund Contribution" form (attached to this Agreement) that is signed by an officer of Sprint.

Sprint must provide the Form 499 copy or notarized certification form (Appendix F) prior to placing any order; otherwise the FUSC will be charged. Should Sprint provide a Form 499 or certification form at some later date, the elimination of FUSCs will be on a prospective basis only; there will be no retroactive credits of FUSCs applied by CenturyTel. Further, CenturyTel shall not be liable to Sprint for any errors or omissions associated with Sprint Form 499 and/or the filing of certification thereof.

11. Binding Effect.

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

12. Capacity Planning and Forecasting.

Within thirty (30) days from the effective date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, UNEs, number portability, Interconnection Services, Collocation, Poles, Conduits and Rights-of-Way (ROW). CenturyTel may delay processing Sprint service orders should the Parties not perform obligations as specified in this Section 12. Such responsibilities shall include but are not limited to the following:

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

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

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

12.4 Sprint 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.

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 Sprint pursuant to this Agreement, and information that would constitute customer proprietary network information of Sprint end user customers or carrier information pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Sprint end users, whether disclosed by Sprint to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement shall be deemed Confidential Information without having to be defined as such. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

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.

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

17. Reimbursement of Expenses.

In performing under this Agreement CenturyTel may be required to incur additional costs that are not otherwise reimbursed under this Agreement. In such event, CenturyTel shall notify and obtain Sprint's approval before incurring such additional costs for all such cost. For all such Sprint approved costs and expenses, CenturyTel shall recover through NRCs the additional materials, labor, and overhead costs.

18. Dispute Resolution.

18.1 Alternative to Litigation.

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

18.2 Negotiations.

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

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one

individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

18.4 Expedited Arbitration Procedures.

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

18.5 Costs.

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

18.6 Continuous Service.

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

19. Entire Agreement.

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

20. Expenses.

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

21. Force Majeure.

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

24. Standard Practices.

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

25. Headings.

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

26. Independent Contractor Relationship.

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

27. Law Enforcement Interface.

27.1 Except to the extent not available in connection with 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 Sprint in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for Sprint customers will be billed to Sprint.

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 Sprint Customer and shall refer them to Sprint.

27.4 Subsequent to the execution and approval of this Agreement by the Commission, the parties shall establish a separate contract or authorization agreement specific to the Nuisance Call Bureau (NCB) and Security Control Center (SCC) for CLEC procedures, which will be in compliance with applicable state and federal laws.

28. Liability and Indemnity.

28.1 Indemnification.

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

28.2 End-User and Content-Related Claims.

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

Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

28.3 DISCLAIMER.

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

28.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses CenturyTel may recover, including those under Section 17 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

28.5 Intellectual Property.

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

29. Multiple Counterparts.

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

30. No Third Party Beneficiaries.

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

31. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on

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

If to CenturyTel:
CenturyTel, Inc.
Attention: Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203
Telephone number: (318) 388-9000
Facsimile number: (318) 388-9072

With a copy to:
Manager, Carrier Relations-Midwest Region
CenturyTel
333 North Front Street
La Crosse, WI 54601
Telephone number: (608) 796-7894
Facsimile number: (608) 796-7890

If to Sprint:
Sprint Communications Company, L.P.
6450 Sprint Parkway
Overland Park, Kansas 66521
Telephone number: (913) 315-9253
Facsimile number: (913) 315-0760

32. Protection.

32.1 Impairment of Service.

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

32.2 Resolution.

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

33. Publicity.

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

34. Regulatory Agency Control.

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

35. Changes in Legal Requirements.

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

36. Effective Date.

This Agreement will be effective upon execution by both Parties, or approval by the Commission if required, in accordance with Section 252 of the Act. The "effective date" of this Agreement for all purposes will be upon signing by both Parties.

37. Regulatory Matters.

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

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

38. Rule of Construction.

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

39. Section References.

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

40. Severability.

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

41. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.

42. Subsequent Law.

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

43. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as CenturyTel requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

Notwithstanding anything to the contrary contained herein, Sprint is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. Sprint is also responsible for furnishing any updates or changes in its tax exempt status to CenturyTel during the Term of the Agreement and any extensions thereof. In addition, Sprint is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body.

43.1 Tax.

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

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-

like, gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

43.2 Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, E311/311, franchise fees, and Commission surcharges.

44. Trademarks and Trade Names.

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

45. Waiver.

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

46. Environmental Responsibility.

46.1 Both parties are 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. In accordance with Section 46.10, both parties will indemnify each other against 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 by either party. Both parties must be adequately trained and demonstrate emergency response capabilities related to materials brought to, used, or existing at the CenturyTel Facility.

46.2 Sprint, 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 Sprint's compliance with CenturyTel's practices/procedures, with this Agreement, or with CenturyTel's directions or recommendations will achieve compliance with any applicable law. Sprint is responsible for ensuring that all activities conducted by Sprint 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 Sprint 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 Sprint 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 Sprint after a complete and proper request by Sprint 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, Sprint 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 Sprint'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 Sprint discovers Third Party Contamination, Sprint will immediately notify CenturyTel and will consult with CenturyTel prior to making any required notification, unless the time required for prior consultation would preclude Sprint from complying with an applicable reporting requirement.

46.6 CenturyTel and Sprint 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 Sprint must develop a cost sharing procedure.

46.7 When conducting operations in any CenturyTel manhole or vault area, Sprint 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. Sprint 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. Sprint 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 Sprint in meeting its obligations under this Section.

46.8 Sprint 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 result of

providing Sprint 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, Sprint 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 Sprint 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 Sprint shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 46.10.

47. <u>TBD Prices.</u>

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 Sprint 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 Sprint to CenturyTel, and any overpayment shall be refunded by CenturyTel to Sprint, 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 Sprint for resale and UNEs provided by CenturyTel to Sprint, 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 "Sprint" 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 Sprint's customers or any other third party. Liability of CenturyTel to Sprint resulting from any and all causes arising out of services, facilities, UNEs or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyTel. CenturyTel shall be liable for the individual services, facilities or elements that it separately provides to Sprint and shall not be liable for the integration of components combined by Sprint.

2.2 Sprint Tariffs or Contracts.

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

2.3 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 Sprint for any ongoing Sprint service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, Sprint 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 Sprint's end-users or employees. For purposes of this Section, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of CenturyTel or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures.

If Sprint 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 Sprint to provide local exchange services to the end-user, Sprint must provide CenturyTel with written documentation of authorization from that end-user within thirty (30) Business Days of notification by CenturyTel. If Sprint cannot provide written documentation of authorization within such time frame, Sprint must within three (3) Business Days thereafter:

3.1.1 notify CenturyTel to change the end-user back to the LEC providing service to the end-user before the change to Sprint was made; and

3.1.2 provide any end-user information and billing records Sprint has obtained relating to the end-user to the LEC previously serving the end-user; and

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

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

4. Impact of Payment of Charges on Service.

Sprint is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations. If Sprint fails to pay when due any and all charges billed to Sprint 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 Sprint may withhold payment, CenturyTel shall notify Sprint in writing that it must pay all Unpaid Charges to CenturyTel within seven (7) Business Days. If Sprint disputes the billed charges, it shall, within said seven (7) day period, inform CenturyTel 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 CenturyTel all undisputed charges. If Sprint and CenturyTel are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either Sprint or CenturyTel may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if Sprint owes payment it shall make such payment to CenturyTel with any late payment charge under Article III, Section 10.3, from the original payment due date. If Sprint owes no payment, but has previously paid CenturyTel such disputed payment, then CenturyTel shall credit such payment including any late payment charges. If Sprint fails to pay any undisputed Unpaid Charges, Sprint shall, at its sole expense, within five (5) Business Days notify its end-users that their service may be disconnected for Sprint's failure to pay Unpaid Charges, and that its end-users must select a new provider of local exchange services. CenturyTel may discontinue service to Sprint upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to Sprint or Sprint's end-users in the event of such disconnection. If Sprint fails to provide such notification or any of Sprint's end-users fail to select a new provider of services within the applicable time period, CenturyTel may provide local exchange services to Sprint's end-users under CenturyTel'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 Sprint's end-user, but will be assessed to Sprint.

5. Unlawful Use of Service.

Services, facilities or unbundled elements provided by CenturyTel pursuant to this Agreement shall not be used by Sprint or its end-users for any purpose in violation of law. Sprint, and not CenturyTel, shall be responsible to ensure that Sprint 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 Sprint or disconnect particular services, facilities or unbundled elements provided under this Agreement to Sprint or, as appropriate, Sprint'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 Sprint, 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 Sprint 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 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 Sprint Profile has been completed and returned; and, if required, an advanced deposit paid. The Parties agree that they will use a manual service order process throughout the term of the contract and that there will be no charge for such service.

8. Letter of Authorization.

8.1 CenturyTel will not release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) to Sprint on CenturyTel end-user customer accounts unless Sprint 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 Sprint authorizing the release of such information to Sprint 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 Sprint. Such LOA may be a blanket LOA or such other form as agreed upon between CenturyTel and Sprint.

9. Customer Contacts.

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

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 inter network facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) by CenturyTel to Sprint or by Sprint to CenturyTel and the transport and termination and billing of Local Traffic between CenturyTel and Sprint. The services and facilities described in this Article shall be referred to in this Article V as the "Services."

1.1.1 Sprint initiates orders for trunk-side Local Traffic 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 Sprint. Sprint 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.

Sprint will order services for number portability, directly from CenturyTel via 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, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Guide.

2.2 Rates and Charges.

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

2.3 Billing.

Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Sprint is required to order trunks pursuant to Section 4.2.3 of this Article.

2.4 Billing Specifications.

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

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

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

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

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged.

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

3.2 Compensation For Transport and Termination of Local Traffic

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

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

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

3.2.4 "Transport of Local Traffic". Except as noted in 3.2.5 below, each Party shall be responsible for facilities and transport of Local Traffic between a Party's Central Office Switch and the POI where the POI is located within CenturyTel's service territory.

3.2.5 If Sprint provides one-hundred percent (100%) of the dedicated transport between the Sprint switch and the CenturyTel switch, establishing a POI at a CenturyTel Central Office Switch (via lease of meet-point circuits between CenturyTel and a third-party, lease of third party facilities, or construction of its own facilities) Sprint may charge CenturyTel for a proportionate amount of only that segment of the dedicated transport located within CenturyTel's operating territory, such proportionate amount to be based on Initial Local Traffic Factor set forth in Section 3 of Appendix A applied to one of the following, as appropriate:

3.2.5.1 CenturyTel dedicated rate from Intrastate Special Access.

3.2.5.2 The actual leased facility costs.

Termination includes the switching of Local Traffic at the terminating carrier's end office switch. Termination rates are set forth in Section 2 of Appendix A.

3.2.6 Notwithstanding any other provision of this Agreement, Sprint may assign NXX codes to end users physically located outside the rate center to which the telephone number is assigned ("Virtual NXX Codes"). CenturyTel reserves the right to charge Sprint for the origination of the traffic terminated to a Virtual NXX as permitted by the Commission.

3.2.7 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.

3.2.7.1 As part of the revenue sharing arrangement described in Section 7 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.

3.2.7.2 As part of the revenue sharing arrangement described in Section 3.2.7 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.

3.2.7.3 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 3.2.7 is in effect, the Parties agree to renegotiate the terminating shared access compensation rates if reciprocal compensation for local calls is implemented.

3.2.7.4 As part of the revenue sharing arrangement described in Section 3.2.7 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.

3.2.7.5 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 Local 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 Sprint 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 Sprint 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 Sprint.

3.3.4 Sprint 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.

3.3.5 The Parties will provide tandem switching for Local Traffic between the Parties' end offices subtending each other's access tandem.

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

3.4 Compensation for Transport and Termination of Information Access Traffic.

3.4.1 Any compensation due between the Parties in connection with the exchange of Information Access Traffic minutes shall be at bill and keep as ordered in Commission arbitration decision in Docket 05-MA-130. The bill and keep compensation requirement for interexchange Information Access Traffic was interpreted by the Commission to 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. The Parties respective positions are noted in 3.4.3 below.

3.4.2 On April 27, 2001, the FCC released its Order on Remand and Order in CC Dockets No. 96-98 and 99-68: In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic (the "ISP Compensation Order'). The Parties agree that by executing this Agreement and carrying out the intercarrier compensation rates, terms and conditions herein, neither Party waives any of its rights, and expressly reserves all of its rights, under the ISP Compensation Order, including but not limited to CenturyTel's option to invoke on a date specified by CenturyTel the FCC's ISP Terminating compensation plan.

3.4.3 CenturyTel and Sprint have a fundamental disagreement on compensation of Information Access Traffic which terminates outside of CenturyTel's local calling area. CenturyTel's position remains that all calls outside of the local calling area are subject to access charges. Sprint's position is that all Information Access Traffic is subject to ISP Remand Order. Previous Public Service Commission of Wisconsin arbitration decisions have interpreted the compensation regime established in the FCC ISP Remand Order as applying to traffic that terminates to a Virtual NXX assigned to a customer outside of the local calling area. CenturyTel reserves the right to challenge this interpretation in any regulatory commission or court of appropriate jurisdiction. Execution of this Agreement does not waive or prejudice any positions either Party has taken previously or may take in the future in any

legislative, regulatory, or other public forum addressing any matters, including matters specifically related to, the types of arrangements prescribed in this Agreement.

3.4.4 In the event that any of the rates, terms and/or conditions of the Agreement related to compensation for the termination of Information Access Traffic, or any of the laws or regulations that were the basis for those rates, terms and /or conditions are invalidated, modified or stayed by any action of any state or federal regulatory body or court of competent jurisdiction either Party may file a written request to have the provision modified, invalidated or stayed consistent with the decision of the governing body.

3.4.5 The Party serving the Information Service Provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such trunks or facility.

4. Direct Network Interconnection.

4.1 Network Interconnection

4.1.1 Sprint must establish a minimum of one POI within each LATA, at any technically feasible point on the CenturyTel network. Sprint 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 Sprint 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.

4.1.2 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.

4.1.2.1 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.

4.1.2.2 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.

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

4.1.3 The Parties shall make available to each other two-way trunks for the reciprocal exchange of Local Traffic.

4.1.4 Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Information Access Traffic.

4.1.5 Sprint will be responsible for engineering and maintaining its network on its side of the POI. CenturyTel will be responsible for engineering and maintaining its network on its side of the POI.

4.1.6 If third party leased facilities are used for interconnection, the POI will be defined as the CenturyTel office in which the third party's leased circuit terminates.

4.1.7 If Sprint utilizes leased facilities under a meet point arrangement between CenturyTel and a third party, the POI will be CenturyTel office where the leased facility terminates.

4.1.8 The Parties will mutually designate at least one IP per LATA on CenturyTel's network for the routing of Local Traffic

4.1.9 Virtual and physical EIS arrangements are governed by appropriate CenturyTel tariffs, except as provided in Article IX Section 1.1

4.2 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.

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

4.2.2 Sprint shall make available to CenturyTel trunks over which CenturyTel shall terminate to end-users of Sprint-provided Exchange Services and Local Traffic originated from end-users of CenturyTel-provided Exchange Service.

4.2.3 Sprint and CenturyTel shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. Sprint and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic. CenturyTel requires separate

trunk groups from Sprint to originate and terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent Sprint desires to have any IXCs originate or terminate switched access traffic to or from Sprint, using jointly provided switched access facilities routed through a CenturyTel access tandem, it is the responsibility of Sprint 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 Sprint. If the IXC subsequently indicates that it does not want the traffic routed to or from Sprint, CenturyTel will not route the traffic.

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

4.2.3.2 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.

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

4.2.4 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 Sprint end office and a CenturyTel end office.

4.2.5 Sprint 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 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.

4.2.6 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.

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

4.2.8 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.

4.2.9 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.

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

4.2.11 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.

4.3 Trunk Forecasting.

4.3.1 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:

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

4.3.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.3.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

4.4 Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 4.2.7. 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.

4.5 Network Redesigns Initiated by CenturyTel.

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

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

4.6.1 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.

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

5. Indirect Network Interconnection.

Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem until such time as compensation arrangements have been established in accordance with this Article V, Sections 3.1 and 3.3.

6. Number Resources.

6.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact Sprint'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 Sprint 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. Sprint 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, Sprint 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.

Sprint will also designate a Routing Point for each assigned NXX code. Sprint may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively Sprint 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 Sprint 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. Sprint shall provide INP to CenturyTel at the rates specified for Sprint in Appendix B.

If a Party wishes to use Direct Inward Dialing (DID) to provide INP to its end-users, a dedicated truck 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.

7.2.4 The CenturyTel rates for LNP service using LNP are set out in Appendix B attached to this Agreement and made a part hereof. Sprint shall provide LNP to CenturyTel at the rates specified for Sprint in Appendix B.

8. Meet-Point Billing (MPB).

8.1 Meet-Point Arrangements.

8.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a 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 0 for Interim Portability.

8.1.2 Except in instances of capacity limitations, CenturyTel shall permit and enable Sprint to sub-tend the CenturyTel access tandem(s) nearest to the Sprint 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, Sprint 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 Sprint 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, Sprint 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 Sprint 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 Sprint 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 Sprint and CenturyTel via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.

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

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.

9.3 Privacy Indicators.

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

9.4 Connection Through Signal Transfer Point (STP).

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

9.5 Third Party Signaling Providers.

Sprint may choose a third-party SS7 signaling provider.

9.6 Multi-Frequency Signaling.

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

10. Network Management Controls.

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

ARTICLE VI

RESALE OF SERVICES

1. General.

The purpose of this Article VI is to define the Exchange Services and related Vertical Features and other Services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from CenturyTel and resold by Sprint 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 Sprint 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 below.

2. Terms and Conditions.

2.1 Restrictions on Resale.

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

2.1.1 Sprint 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 Sprint shall not resell Lifeline services and services for the disabled.

2.1.3 Sprint shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to Sprint 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 Sprint may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. Sprint shall not aggregate end-user lines and/or traffic in order to qualify for volume discount.

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

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

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

2.3 Resale to Other Carriers.

Services available for resale may not be used by Sprint 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.

Sprint will order services for resale directly from CenturyTel through United States 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 Sprint before a request can be processed.

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

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

3.3 Certificate of Operating Authority.

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

3.4 Nonrecurring Charges.

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

3.5 Transfers Between Sprint and Another Reseller of CenturyTel Services.

When Sprint has obtained an end-user customer from another reseller of CenturyTel services, Sprint 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 Local Calling Detail.

Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to Sprint does not include local calling detail. However, Sprint 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 Sprint and its end-user customers for resold services in accordance with the same standards and charges used for such services provided to CenturyTel end-user customers. CenturyTel will not initiate a maintenance call or take action in response to a trouble report from a Sprint end-user until such time as trouble is reported to CenturyTel by Sprint. Sprint 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 Guide.

5. Services Available for Resale.

5.1 Description of Local Exchange Services Available for Resale.

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

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

(b) Local Calling - at local usage measured rates if applicable to the end-user customer.

(c) Access to long distance carriers

(d) E-911 Emergency Dialing

(e) Access to Service Access Codes - e.g., 800, 888, 900

(f) End-user Private Line Services

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

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

5.2 Other Services Available for Resale.

CenturyTel will provide resold services at retail less the avoided cost discount as defined in Article VI, Section 5.3. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to Sprint are those

telecommunication 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 Sprint 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.

5.3 Rates.

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

5.3.1 Avoided Cost Discount as shown in Appendix C shall apply to all retail services except those services listed in Section 2.2 herein.

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

5.3.3 The resulting rate is the resale rate.

5.4 Grandfathered Services.

Services identified in 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.

5.5 Access.

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

6. Responsibility for Miscellaneous Charges by Sprint's Customer.

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

6.1 casual use charges;

6.2 CLASS features charges; and

6.3 casual dial-around long distance charges.

ARTICLE VII

UNBUNDLED NETWORK ELEMENTS

1. General.

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

Subject to changes in law, regulations, existing rules or by commission order as related to UNEs, including additions and deletions of elements required to unbundled and/or provide a UNE in combination, shall be incorporated into this Agreement by Amendment. Sprint and CenturyTel agree that the UNEs identified in this Section are not exclusive and pursuant to changes in FCC rules, state laws, or through the BFR process, Sprint may request CenturyTel to furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the 1996 Telecommunications Act (Act) and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by Sprint to obtain a UNE subsequently defined by the FCC or state commission.

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 and Subloop Elements

(c) Transport Elements

(d) Switching capability (if available and offered)

(e) Line Conditioning

(f) Signaling Networks and Call-Related Databases (if available and offered)

(g) Operator Services and Directory Assistance- (if available and offered)

(h) Operations Support Systems- (if available and offered)

CenturyTel does not currently offer Local Switching, Signaling Networks and Call-Related Databases, Operator Services and Directory Assistance and Operations Support Systems as UNEs in Wisconsin. At the time CenturyTel makes any of these UNEs available to another Wisconsin CLEC, CenturyTel will make the service available to Sprint as part of this agreement, amendment to this agreement or in a separate agreement. Any UNE service is subject to any switch or network limitations.

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.

The Parties agree to the terms and conditions for access to UNEs based on the existing law, rules and regulations in effect as of the date of this agreement. To the extent that the existing unbundling requirements are changed, vacated, dismissed, stayed or modified, this Agreement shall be amended accordingly. CenturyTel shall have no obligation under this Agreement to provide access to any network element which CenturyTel has no obligation to unbundle under an effective FCC or Commission rule.

Sprint may connect to the UNEs listed in Article VII, Section 2.1 that Sprint chooses. The UNEs must be Currently Available and connection to them must be technically viable. CenturyTel will provide Sprint with the same features, functions and capabilities of a particular element that CenturyTel provides itself, and Sprint may interconnect at any technically feasible point on CenturyTel's network. Sprint may request additional features, functions and capabilities through the BFR process as explained in Article VII, Section 9 of this Agreement. Sprint may combine these UNEs with any facilities that Sprint may itself provide subject to the following:

2.3.1 Connection of Sprint facilities to unbundled elements may be achieved via any technically feasible point within CenturyTel's network, including physical or virtual collocation arrangements.

2.3.1.1 In circumstances where interconnection arrangements cannot be accommodated, alternative arrangements shall be negotiated between the Parties. Any additional costs associated with such alternative arrangements that include a network build or additional equipment shall be borne by Sprint via a nonrecurring charge.

2.3.2 Sprint may combine UNEs with its own facilities. However, Sprint may not combine such UNEs to provide solely interexchange service or solely access service to an interexchange carrier unless Sprint is collocated and self-provisioning transport.

2.4 Service Quality.

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

2.5 Provisioning and Support.

CenturyTel agrees to provide UNEs in a nondiscriminatory and 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.

Sprint will order services for UNEs directly from CenturyTel via United States 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 UNEs 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 Guide) must be provided by Sprint before a request can be processed.

3.3 Certificate of Operating Authority.

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

3.4 Nonrecurring Charges.

Sprint 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 Sprint.

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

4. Network Interface Device.

4.1 Direct Connection.

Sprint shall be permitted to connect its own Loop directly to CenturyTel's NID in cases in which Sprint 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, Sprint must make a clean cut on the CenturyTel drop wire at the NID so that no bare wire is exposed. Sprint 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, Sprint must remove the jumper wire from the distribution block (i.e. the NID) to the CenturyTel cable termination block. If Sprint cannot gain access to the cable termination block, Sprint must make a clean cut at the closest point to the cable termination block. At Sprint's request and discretion, CenturyTel will determine the cable pair to be removed at the NID in multi-tenant locations. Sprint will compensate CenturyTel for the trip charge necessary to identify the cable pair to be removed.

4.2 NID to NID Connection.

Rather than connecting its loop directly to CenturyTel's NID, Sprint 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 Sprint provides its own loop facilities, it may elect to move all inside wire terminated on a CenturyTel NID to one provided by Sprint. In this instance, a NID to NID connection will not be required. Sprint, 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 Sprint to terminate service is the responsibility of Sprint.

4.4 Maintenance.

When Sprint provides its own loop and connects directly to CenturyTel's NID, CenturyTel does not have the capability to perform remote maintenance. Sprint 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 Sprint'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.

5. Loop Elements.

5.1 Loop.

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 does not guarantee data modem speeds on a 2-wire analog loop. In addition, CenturyTel does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix 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. 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 kpbs, with no greater loss than 38 db. end-to-end, measured at 40 kHz without midspan repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db at 40 kHz (ISDN-BRI). In addition, 2-wire digital loops, dependent on loop make-up, may be configured to support Enhanced Copper Technologies (ECTs), such as ADSL. When utilizing ADSL technology, Sprint is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards. These loops will be provisioned without load coils or bridged taps. A 2-wire digital loop is not available for ECTs where CenturyTel has provisioned its local network utilizing Digital Loop Carriers (DLCs). Also, CenturyTel does not provide the electronics required for ECTs provisioned via 2-wire Digital Loops. Rates 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 Sprint to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz. should be less than 34 dB. The DC resistance of a single wire pair should not exceed 1100 ohms. These loops will be provisioned without load coils or bridge taps. A 4-wire digital loop is not available for ECTs where CenturyTel has provisioned its local network utilizing Digital Line Concentrators (DLCs). Also, CenturyTel does not provide the electronics required for ECTs provisioned via 4-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix 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.

Sprint 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 Sprint 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. Sprint 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 Sprint.

5.4.2 All Loop facilities furnished by CenturyTel on the premises of Sprint'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 Sprint end-users that are equal to those provided to CenturyTel end-users.

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

5.5 Pair Gain Technologies.

CenturyTel shall provide Sprint 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 Sprint'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 Sprint requirements, CenturyTel will advise Sprint 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 Sprint. Sprint may use the Bona Fide Request (BFR) process specified in Article VII, Section 9 of this Agreement to request CenturyTel to construct additional facilities at Sprint expense.

5.5.1 CenturyTel will permit Sprint to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements Sprint maintains at a

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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.

CenturyTel Wire Center for the purpose of interconnecting to unbundled Loop elements.

5.6 Unbundled Loop Facility Qualification.

If Sprint 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, Sprint 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 Sprint 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 Sprint and Sprint shall not be permitted to deploy such service enhancing technology. If Sprint 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 Sprint 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.

5.6.2 If Sprint 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 Sprint fails to notify CenturyTel of its plans to deploy service enhancing technology over an unbundled analog voice grade loop or Sprint fails to properly order an unbundled digital loop and obtain prior qualification from CenturyTel for the facilities, if Sprint'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 Sprint and Sprint 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 Sprint has notified CenturyTel, pursuant to Section 5.5.1 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 Sprint technology.

5.8 Subloops.

5.8.1 The subloop is a network element defined as any portion of the loop that is technically feasible to access at terminals in CenturyTel's outside plant, including Inside Wiring. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing the splice case to reach the wire within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the

minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal and the feeder distribution interface.

5.8.2 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 9.

5.8.3 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 Sprint.

5.8.4 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 Sprint. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

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

5.9 Dark Fiber.

Unbundled Dark Fiber is a deployed, unlit pair of fiber optic cable (or strands of the cable) that connect two points within CenturyTel's network, and is a single transmission path between two wire centers or between a wire center and a customer's premise in the same LATA. UDF may be ordered as either a UDF Interoffice Facility (between wire centers) or a UDF-loop (an existing loop between a wire center and either a fiber distribution panel or an end-user customer premises. Pricing of UDF will be subject to BFR process as explained in Article VII, Section 9 and is conditioned upon service being available in the requested exchange location.

5.10 Enhanced Extended Links (EEL)

EELs extend an End User's loop from the end office serving the End User (but where Sprint is not collocated) to an end office or wire center where Sprint is collocated. The EEL aggregates loops at fewer collocation locations and increases network efficiency by transporting aggregated loops over efficient high capacity facilities to their central switching location. EELs include the EEL link (the loop connection between the end user premises and the serving wire center via DS0, DS1 and DS3 bandwidths), EEL transport (the interoffice facilities between wire centers, EEL multiplexing (in DS3 to DS1 and DS1 to DS0 configurations), and an EEL DS0 Channel Card (required for each DS0 EEL link connected to a 1/0 EEL Multiplexer). Pricing of ELLs will be subject to BFR process as explained in Article VII, Section 9 and is conditioned upon service being available in the requested exchange location.

6. Port and Local Switching Elements.

6.1 Port

6.1.1 The unbundled analog line port allows the provisioning of vertical features.

6.1.2 Unbundled BRI ISDN Digital Line Port

Basic Rate Integrated Services Digital Network provides an integrated 2-wire voice and data capability, and includes any vertical features in the end office switch.

6.1.3 Trunk Ports

DS1 Message Trunk Port

An unbundled DS1 Message Trunk Port is a DS1 trunk side switch port that includes 24 DS0 channels capable of supporting local message traffic.

6.1.4 Unbundled PRI ISDN Digital Line Port- if/when available.

6.1.5 Packet Switching- if/when available.

Is the routing or forwarding of data units based on address or other routing information contained in the packets, frame cells or other data units, and the functions performed by Digital Subscriber Line Access Multiplexers (DSLAM).

6.1.6 Pricing of Port Elements will be subject to BFR process as explained in Article VII, Section 9 and service must be available in the requested switching location.

6.2 Local Switching

Local Switching capability provides the functionality required to connect lines or trunks to the Main Distribution Frame or Digital Cross-Connect panel to a desired line or trunk. Local Switching shall include all features, functions, and capabilities of the switching port that CenturyTel provides for its own services. Pricing of Local Switching will be subject to BFR process as explained in Article VII, Section 9 and service must be available in the requested switching location.

6.3 Customized Routing

A Software function of a switch that provides Sprint a specific routing application between line side ports and a specific DS1 Trunk Port and Message Trunk Group(s). Customized routing combines end office switching and dedicated trunks allowing Sprint to route traffic by class of service to specific dedicated or shared message trunks. Pricing of Customized Routing will be subject to BFR process as explained in Article VII, Section 9 and service must be available in the requested switching location.

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". CenturyTel will provide Shared Transport for a call originating from an unbundled switch to the point where the call leaves CenturyTel's network IP.

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 D or from the appropriate CenturyTel Intrastate Access Tariff.

7.1.2 When the requesting CLEC purchases unbundled local switching the CLEC is obligated to purchase unbundled Shared Transport. All of the billing elements associated with Shared Transport are billed upon call origination, unless the call involves an interexchange carrier.

7.1.3 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.

7.1.4 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.

7.1.5 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 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. 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 that 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 (SWCs). 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 that 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). Sprint 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. SS7 Transport and Signaling.

CenturyTel does not currently provide SS7 Transport and Signaling in Wisconsin as a UNE. CenturyTel will make SS7 Transport and Signaling available as an amendment to this agreement or under a separate agreement when available and offered to another carrier. Service is subject to switch capabilities. SS7 Transport and Signaling will be subject to BFR process as explained in Article VII, Section 9 and service must be available in the requested switching location.

9. Bona Fide Request Process.

9.1 Intent.

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

9.2 Process.

9.2.1 A BFR shall be submitted in writing by Sprint 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.

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

9.2.3 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.

9.2.4 Except under extraordinary circumstances, within thirty (30) 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 Sprint's request. If extraordinary circumstances prevail, CenturyTel will inform Sprint as soon as it realizes that it cannot meet the thirty (30)-Business Day response due date. Sprint and CenturyTel will then determine a mutually agreeable date for receipt of the request.

9.2.5 Unless Sprint 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 Sprint, in accordance with the applicable provisions of the Agreement.

9.2.6 Upon affirmative response from CenturyTel, Sprint 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.

Provided pursuant to Local Tariff or a separate agreement between the Parties.

2.1 Description of Service.

Sprint will install from each of its central offices 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 Sprint provides Exchange Services, for the provision of 911/E-911 services and for access to all subtending PSAPs. 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 Sprint 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 Sprint central office serves end-users in an area served by more than one (1) CenturyTel 911/E-911 selective router, Sprint 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.

2.2 Transport.

If Sprint desires to obtain transport from CenturyTel to the CenturyTel 911 selective routers, Sprint may purchase such transport from CenturyTel at the rates set forth in Appendix E.

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 Sprint'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. To this end, CenturyTel will provide documentation

to Sprint showing the correlation of its rate centers to its E-911 tandems at rates set forth in Appendix E.

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 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 Sprint 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 Sprint in accordance with the following:

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

2.4.5.2 For E-911, both Sprint 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 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 Sprint's discretion, directly to Sprint operator services.

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

2.4.5.4.1 If required by Sprint and Currently Available, CenturyTel shall interconnect direct trunks from the Sprint network to the E-911 PSAP, or to the E-911 selective routers as designated by Sprint. Such trunks may alternatively be provided by Sprint.

2.4.5.4.2 In government jurisdictions where CenturyTel has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), Sprint shall participate in the provision of the 911 System as follows:

2.4.5.4.2.1 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.

to Sprint showing the correlation of its rate centers to its E-911 tandems at rates set forth in Appendix E.

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2.4.5.4.2 In government jurisdictions where CenturyTel has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), Sprint shall participate in the provision of the 911 System as follows:

2.4.5.4.2.1 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.

2.4.5.4.2.2 Sprint and CenturyTel recognize that the lead telco 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 lead telco. Sprint 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 lead telco. Lead telco database responsibilities are covered in Section 2.4.5.5 of this Article.

2.4.5.4.2.3 Sprint shall have the right to verify the accuracy of information regarding Sprint 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.

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

2.4.5.4.4 If Sprint or Affiliate is the primary service provider to a 911 district, Sprint 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.

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

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

2.4.5.4.7 In a resale situation, where it may be appropriate for CenturyTel to update the ALI database, CenturyTel shall update such database with Sprint 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 Sprint 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 Sprint shall be solely responsible for providing Sprint database records to CenturyTel for inclusion in CenturyTel's ALI database on a timely basis.

2.4.5.5.4 CenturyTel and Sprint shall arrange for the automated input and periodic updating of the E-911 database information related to Sprint end-users. CenturyTel shall work cooperatively with Sprint 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 #2 format.

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

2.4.5.5.6 CenturyTel shall update the database within one (1) Business Day of receiving the data from Sprint. If CenturyTel detects an error in the Sprint provided data, the data shall be returned to Sprint within one day from when it was provided to CenturyTel. Sprint 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 Sprint subscribers provided under this Agreement as strictly confidential and to use data on Sprint 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 Sprint. .

2.4.5.6 CenturyTel and Sprint 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 Sprint forty-eight (48) hours in advance of any scheduled testing or maintenance affecting Sprint 911 service. CenturyTel shall provide notification as soon as possible of any unscheduled outage affecting Sprint 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 Sprint and CenturyTel shall be responsible for reporting all errors, defects and malfunctions to one another. CenturyTel and Sprint 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 Sprint may enter into subcontracts with third parties, including Sprint Affiliates, for the performance of any of Sprint's duties and obligations stated herein.

2.4.5.7.3 Where CenturyTel is the lead telco, CenturyTel shall provide Sprint 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 lead telco, 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 lead telco, CenturyTel shall provide the ability for Sprint to update 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 lead telco:

2.4.6.1 CenturyTel shall provide Sprint access to the ALI Gateway that interfaces to the ALI/DMS database. CenturyTel shall provide error reports from the ALI/DMS database to Sprint within one (1) day after Sprint inputs information into the ALI/DMS database. Alternately, Sprint may utilize CenturyTel or a third-party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix E.

2.4.6.2 CenturyTel and Sprint shall arrange for the automated input and periodic updating of the E-911 database information related to Sprint end-users. CenturyTel shall work cooperatively with Sprint 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 #2 format.

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

2.4.6.4 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 Sprint subscriber shall meet industry standards.

2.5 Compensation.

2.5.1 In situations in which CenturyTel is responsible for maintenance of the 911/E-911 database and can be compensated for maintaining Sprint's information by the municipality, CenturyTel will seek such compensation from the municipality. Sprint will compensate CenturyTel for such maintenance of the 911/E-911 database only if and to the extent that CenturyTel is unable to obtain such compensation from the municipality. CenturyTel shall charge Sprint a portion of the cost of the shared 911/E-911 selective router as set forth in Appendix E.

2.5.2 For states where CenturyTel bills and keeps the 9-1-1 surcharges, Sprint 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 Sprint's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment for the month of (list appropriate month)" as a separate line item in the remittance documentation.

2.5.3 For all states where CenturyTel bills and remits the 9-1-1 surcharges, less an administrative fee of one to three percent, to the 9-1-1 district, Sprint will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to that government agency. CenturyTel will have no responsibility in billing or remitting surcharges that apply to Sprint's access line subscribers.

2.5.4 Should the 9-1-1 surcharge fee change, CenturyTel will promptly inform Sprint of that change so that Sprint 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, Sprint'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 Sprint Resale Customers.

If Sprint 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 Sprint. To the extent any aspects of such services are not addressed below, Sprint 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.

4.1.1 Listings.

Sprint agrees to supply to 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 Sprint'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 listing will be treated in the same manner as CenturyTel's listings.

4.1.2 Distribution.

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

Sprint 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.

4.2 Directory Listings and Directory Distribution for Sprint's Non-Resale Customers.

If Sprint wishes to obtain directory listings and directory distribution services from CenturyTel for Sprint's non-resale customer, Sprint will be required to have a directory services agreement with CenturyTel.

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. Street Address Guide (SAG).

CenturyTel will provide to Sprint upon request the Street Address Guide at a reasonable charge. Two companion files will be provided with the SAG that 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 Sprint of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.

ARTICLE IX

COLLOCATION

1. Physical Collocation.

CenturyTel will provide collocation for purposes of interconnection or access to UNEs pursuant to the terms and conditions of CenturyTel 's Local Tariff for Collocation, if applicable, and/or a separate agreement between the Parties and in accordance with CenturyTel's standard policies and procedures. CenturyTel shall provide to Sprint physical or virtual collocation of equipment pursuant to 47 CFR §51.323 necessary for interconnection or for access to UNEs. CenturyTel may in some cases deny a particular collocation request entirely if CenturyTel demonstrates that physical location is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. CenturyTel will work with Sprint to install collocation arrangements within 120 calendar days absent extenuating circumstances.

1.1 Space Planning.

In addition to such provisions for space planning and reservation as provided herein and in accordance with CenturyTel's standard policies and procedures, the parties agree to the following terms and conditions.

1.1.1 CenturyTel has the right to reserve space within its central offices for its own use based on a 5-year planning horizon.

1.1.2 CenturyTel will notify Sprint if it plans to build an addition to a central office where Sprint has collocated facilities, if such addition would result in a material increase of space available for collocation.

1.1.3 Should Sprint submit to CenturyTel a two-year forecast for space planning for collocated facilities in a central office, CenturyTel will, in good faith, consider and discuss such forecast with Sprint when considering space planning or utilization decisions for such central office; provided, however that any final space planning or utilization decision shall be made by CenturyTel in its sole discretion in light of CenturyTel requirements.

1.1.4 Subject to technical feasibility and space limitations, CenturyTel will make available as provided herein and in accordance with CenturyTel's standard policies and procedures such intraoffice facilities as may be necessary to accommodate projected volumes of Sprint traffic.

1.2 Connection to Customer Loops.

Facilities for cross-connection to unbundled loops as provided herein and in accordance with CenturyTel's standard policies and procedures for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such cross-connection is filed.

1.3 Connection to Other Collocated Carriers.

Subject to technical feasibility and space limitations, Sprint may interconnect with other carriers collocated at a CenturyTel central office at which Sprint has collocated facilities; provided, however, that Sprint and such other carriers must be collocated at the CenturyTel central office for the primary purpose of interconnecting with CenturyTel or accessing CenturyTel's UNEs. If Sprint wants to interconnect with

other carriers collocated at a CenturyTel central office, Sprint must provide CenturyTel with thirty Business Days' prior written notice, during which time CenturyTel may elect to provide the facilities necessary to accomplish such interconnection. Sprint and the other collocated carriers may provide the necessary interconnection facilities only if CenturyTel elects not to provide such facilities or fails to so elect within the thirty day notice period. If CenturyTel elects to provide interconnection facilities under this section, CenturyTel will provide this cross connection as provided herein and in accordance with CenturyTel's standard policies and procedures for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.

1.4 Choice of Vendor.

Sprint may use the vendor of its choice to install, maintain and repair equipment within Sprint's collocated space. Access by the employees, agents or contractors of such vendor shall be subject to the same restrictions on access by employees, agents or contractors of Sprint imposed as provided herein and in accordance with CenturyTel's standard policies and procedures, including but not limited to certification and approval by CenturyTel.

1.5 Monitoring.

Subject to technical feasibility and space limitations, Sprint may extend its own facilities for remote monitoring of its collocated equipment to its collocated space. Sprint may request that CenturyTel provide the facilities necessary for such remote monitoring, at which time CenturyTel and Sprint will negotiate in good faith the price, terms and conditions of remote monitoring by CenturyTel.

1.6 Phone Service.

Upon ordering collocated space, Sprint may order that its collocation cage be provided with plain old telephone service (POTS) commencing at such time as CenturyTel has completed construction of the collocated space. Sprint shall pay separately for any ordered POTS service.

1.7 Intraoffice Diversity.

At Sprint's request, CenturyTel will provide diversity for ingress/egress fiber and power cables where such diversity is available and subject to technical feasibility and space limitations.

1.8 Sprint Proprietary Information.

CenturyTel will protect all Sprint proprietary information to the extent required under non-disclosure agreements existing as of the date CenturyTel completes construction of a physical collocation space at Sprint's request.

1.9 Notification of Modifications.

CenturyTel will notify Sprint of modifications to collocation space as provided herein and in accordance with CenturyTel's standard policies and procedures. Additionally, CenturyTel shall notify Sprint when major upgrades are made to the power plants supporting Sprint's collocation space. The following shall constitute such major upgrades:

1.9.1 replacement of a rectifier;

1.9.2 addition or replacement of a new fusing module;

1.9.3 addition or replacement of a power distribution unit frame; or

1.9.4 addition or replacement of modular rectifiers.

1.10 Drawings.

When Sprint orders collocated space, CenturyTel and Sprint will hold a CenturyTel/Customer meeting as provided herein and in accordance with CenturyTel's standard policies and procedures. At such meeting, CenturyTel will provide such drawings of CenturyTel's central office facility as may be necessary to adequately depict Sprint's proposed collocation space.

1.11 Construction of Space.

CenturyTel will construct Sprint's collocation space as provided herein and in accordance with CenturyTel's standard policies and procedures. Additionally, CenturyTel agrees to the following terms and conditions regarding construction of collocated space:

1.11.1 Space will be constructed in 100 square foot increments, and shall be designed so as to prevent unauthorized access.

1.11.2 A standard 100 square foot cage shall have the following standard features:

(a) eight-foot high, nine gauge chain link panels;

(b) three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;

(c) the door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;

(d) the cage shall be provided with one padlock set, with CenturyTel retaining one master key;

(e) one AC electrical outlet;

(f) one charger circuit system;

(g) one electrical sub-panel;

(h) such additional lighting as may be necessary;

(i) one fire detection requirement evaluation;

(j) grounding for the cage consistent with COEI.

1.11.3 Modifications to the standard configuration set forth in Section 1.11.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, CenturyTel will work with Sprint to implement such additional modifications as may be necessary to ensure that Sprint's collocated space is protected from unauthorized access.

1.11.4 At such time as construction of Sprint's collocation space is approximately 50 percent completed, CenturyTel will give Sprint notification, and such notification shall include scheduled completion and turnover dates.

1.11.5 Upon completion of construction of collocated space, CenturyTel will conduct a walk through of the collocated space with Sprint. Should Sprint note any deviations from the plan agreed upon by CenturyTel and Sprint at the customer meeting, and if such deviations were not requested by Sprint or not required by law, CenturyTel shall correct such deviations at its own expense within five (5) Business Days.

1.12 Connection Equipment.

Sprint may provision equipment for the connection of Sprint termination equipment to CenturyTel equipment using either of the following methods:

1.12.1 Sprint may extend an electrical or optical cable from the terminal within Sprint's collocation cage and terminate that cable at CenturyTel's network.

1.12.2 Sprint may install a patch panel within its collocation cage and then hand the cabling to CenturyTel to extend to and have CenturyTel terminate that cable at CenturyTel's network.

1.13 Access to Sprint Collocation Space.

The terms and conditions of access to Sprint's collocation space shall be as provided herein and in accordance with CenturyTel's standard policies and procedures. Additionally, CenturyTel agrees that the following terms and conditions shall apply to access:

1.13.1 CenturyTel shall implement adequate measures to control access to collocation cages.

1.13.2 Collocation space shall comply with all applicable fire and safety codes.

1.13.3 Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring Sprint collocation space provided by CenturyTel shall also be connected to a manned site. Sprint may, at its option, provide its own intrusion alarms for its collocated space.

1.13.4 CenturyTel shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.

1.13.5 CenturyTel shall establish procedures for access to collocation cages by CenturyTel and non-CenturyTel emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed as provided herein and in accordance with CenturyTel's standard policies and procedures.

1.13.6 CenturyTel shall retain a master key to Sprint's collocation space for use only in event of emergency as provided herein and in accordance with CenturyTel's standard policies and procedures. At Sprint's option, the Parties shall review key control procedures no more frequently than once in any twelve-month period. At any time, Sprint may elect to change keys if it

suspects key control has been lost, provided, however, that CenturyTel will be provided with a master key in accord with this section.

1.13.7 Not more frequently than once a year, Sprint may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel necessary to conduct such an audit shall be limited as provided herein and in accordance with CenturyTel's standard policies and procedures. Should Sprint identify deficiencies in security and access procedures and equipment as a result of such audit, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the parties.

ARTICLE X

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

To the extent required by the Act, CenturyTel and Sprint 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 Sprint desire access to the other Party's poles, ducts, or ROWs, CenturyTel and Sprint shall execute pole attachment and conduit occupancy agreements. Sprint 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 XI

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective upon signing, or upon approval by the Commission if required, in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be upon signing by both parties.

CENTURYTEL

CENTURYTEL OF THE MIDWEST-KENDALL, LLC
CENTURYTEL OF CENTRAL WISCONSIN, LLC
TELEPHONE USA OF WISCONISN, LLC

By: [signature]

Name: Guy Miller

Title Corp Dir - Carrier Relations

Date 8/1/03

SPRINT COMMUNICATIONS COMPANY L.P

By [signature]

Name Ken Ross for W. Richard Morris

Title Vice President, External Affairs

Date July 28, 2003

Sprint.

Exhibit A

TEMPORARY DELEGATION OF APPROVAL AUTHORITY

(For a period not to exceed 30 days)

I W. Richard Morris, Vice President, External Affairs
Name Title

in accordance with Financial Policy 20.1, Fiscal Authorization, do hereby delegate my fiscal approval authority to:

Ken Ross, Director, Carrier & Interconnection Mgmt.
Name Title

For the following expenditure types and amounts:

Expenditure Description	$ Limit
Interconnection Agreements	$1,000,000.00
Check requests, etc.	

This delegation of authority is effective beginning July 24, 2003 for a period not to exceed 30 days ending July 29, 2003 and is necessary due to vacation (Reason: e.g., absence, vacation, etc.).

X Kendall S Ross 7/23/03
Signature of person receiving temporary delegation (in ink) Date

Ken Ross
Print name of person receiving temporary delegation (in ink)

X W. Richard Morris 7/23/03
Signature of person whose authority is being delegated (in ink) Date

W. Richard Morris
Print name of person whose authority is being delegated (in ink)

Instructions: A copy of this completed form should accompany all individual financial commitments or expenditure documentation approved under the above temporary delegation.

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 CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel costs), or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

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 $ **TBD** .

B. The Tandem Switching rate element that applies to tandem routed Local Traffic on a minute of use basis. The current tandem switching rate is $.00585.

C. The Common Transport Facility rate element that applies to tandem routed Local Traffic on a per minute/per mile basis. The current Common Transport Facility rate is $.00009.

D. The Common Transport Termination element that applies to tandem routed Local Traffic on a per minute/per termination basis. The current Common Transport Termination rate is $ .000315.

E. The Tandem Transiting Charge is comprised of the following rate elements:

Tandem Switching:	=	$.00585
Tandem Transport (20 mile average): 20 x .00009	=	$.0018
Transport Termination (2 Terminations): 2 x $.000315	=	$.00063
Transiting Charge:	=	$.00828

F. Initial Factors:

1. PLU	100 %
2. Initial Proportionate Share Factor	50 %
3. 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.

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

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 ICG orders any service from this Agreement. ICG 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 ICG requests service prior to the standard due date intervals and if not a part of a UNE Expedite.

Coordinated Conversion applies if ICG 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 ICG 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 5.2 are based upon an avoided cost discount from CenturyTel's retail rates as provided in Article VI, Section 5.3 of the Agreement. The avoided cost discount is based upon CenturyTel's most current available cost studies 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.

Resale rates or discounts are filed in the CenturyTel local exchange tariffs.

CenturyTel of Midwest - Kendall, LLC	P S C of W 1 Part 22 Section 1
Telephone USA of Wisconsin, LLC.	P S C of W. No 1 Section 29
CenturyTel of Central Wisconsin, LLC.	P S C of W. No 1 Section 29

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	$ 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
Outside Facility Connect	$ 68.30

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 Sprint orders any service from this Agreement.

Customer Record Search applies when Sprint 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 Sprint. 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 Sprint. 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 Sprint requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if Sprint 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:

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
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
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 Sprint orders any service from this Agreement.

Customer Record Search applies when Sprint 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 Sprint requests service prior to the standard due date intervals.

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

Hot Coordinated Conversion First Hour applies if Sprint 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 E

RATES AND CHARGES FOR 911/E-911 ARRANGEMENTS

A. 9-1-1 Interoffice Trunk

1. Tel USA'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.

1.	Copy provided in paper format	$ 250.00
2.	Copy provided in flat ASCII file on a 3½"diskette.	$ 250.00

APPENDIX F

CERTIFICATION OF UNIVERSAL SERVICE FUND CONTRIBUTION

STATE OF _____

COUNTY OF _____

BE IT KNOWN, that on this _____day of _____, 200__, before me the undersigned Notary Public, duly commissioned, qualified and sworn in and for the State and County aforesaid, personally came and appeared: _____ on behalf of _____ (the "Company"), who after being duly sworn, declared and acknowledged to me, Notary, he following:

Pursuant to the FCC's June 14, 2001 and December 12, 2002 orders on recovery of Universal Service Fund contributions (DA 01-1429 and FCC 02-329 respectively), I hereby certify that Prior to the signature date below, my Company has filed a Form 499 with the FCC and is making Contributions into the Universal Service Fund (USF) and is, therefore, exempt from paying Federal Universal Service Charges (FUSCs) billed by CenturyTel. I further certify that my Company will continue making USF contributions or we will notify CenturyTel accordingly so That CenturyTel may begin charging us FUSCs on a going forward basis for all ordered resold Lines, UNEs and UNE-Ps.

I further understand and agree that CenturyTel shall not be liable to my Company for any errors or omissions associated with my Form 499 and/or filing or certification thereof.

With my signature, I confirm that I am an officer of the Company and duly authorized to make this certification on behalf of my Company.

	Witnessed:
_____	_____
(Signature)	(Notary Public)
_____	_____
(Print or type name)	(Print or type name)
_____	_____
(Title)	My commission expires on (date)
_____	_____
(Company)	Stamp/Seal

Return to:
Chantel Mosby
Manager of Tariffs and Compliance
CenturyTel
100 CenturyTel Drive, 1 North
Monroe, LA 71203

DATE MAILED
AUG 26 2003

BEFORE THE

PUBLIC SERVICE COMMISSION OF WISCONSIN

Application for Approval of the Interconnection Agreement Between CenturyTel and Sprint Communications Company, LP 5-TI-861

ORDER APPROVING INTERCONNECTION AGREEMENT

The Commission approves the Agreement between CenturyTel and Sprint Communications Company, LP (Sprint), dated August 1, 2003. The parties requested Commission approval of the Agreement by letter received August 12, 2003, from CenturyTel. This agreement is with CenturyTel's local exchange companies: Telephone USA of Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, and CenturyTel of Central Wisconsin, LLC. CenturyTel asserts that it is authorized by Sprint to submit this application on its behalf, and CenturyTel has certified that a copy of the Agreement was sent to Sprint. 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.

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 CenturyTel and Sprint 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 CenturyTel.

Approval of this voluntary interconnection agreement is issued under 47 USC § 252(e), and Wis. Stat. § 196.199(2) as recognized under Wis. Admin. Code § PSC 2.01 (June 2002), by Commission delegated action of September 26, 2002. Furthermore, 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

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of 1996, Pub. L. 104-104, 110 Stat. 56 (1996), that the Commission may apply within its discretion and jurisdiction under Wis. Stat. ch. 196.

Dated at Madison, Wisconsin 19 August 2003

For the Commission:

Gary A. Evenson
Acting Administrator
Telecommunications Division

GAE:KGB:reb:g:\order\pending\05-TI-861

cc: Records Management/Master File

See Attached Notice of Appeal Rights

Docket 05-TI-861

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 requirements 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

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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

Mr. Fran Runkel
CenturyTel
333 North Front Street
La Crosse, WI 54601

Mr. Richard Morris
Sprint Communications Company, LP
6450 Sprint Parkway
Overland Park, KS 66251