CENTURYTEL

Via PSC Electronic Regulatory Filing System

July 28, 2005

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

Re: Application of Brilliant Cities, Inc. for Approval of Adoption of existing Interconnection Agreement between CenturyTel and Sprint Communications Company, L.P.

Dear Ms. Zehner:

CenturyTel hereby requests approval, pursuant to 47 USC §252, of the request from Brilliant Cities, Inc. ("BCI") to opt-in to an existing Interconnection Agreement that was approved by the Public Service Commission of Wisconsin as an effective agreement on July 14, 2003, between CenturyTel and Sprint Communications Company, L.P. by Docket 05-TI-808, copy attached.

I have been authorized by BCI 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 July 29, 2005, as follows:

Brilliant Cities, Inc.
ATTN: Nick Stanley
Vice President, Network
1300 Godward Street NE
Suite 3000
Minneapolis, MN 55413

Brilliant Cities, Inc.
ATTN: Alan King
Legal Counsel
1300 Godward Street NE
Suite 3000
Minneapolis, MN 55413

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

Sincerely,

/s/ Francis J. Runkel
Regional Director
Carrier Relations

FJR:kp

Attachments

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

July 19, 2005

Brilliant Cities, Inc.
ATTN: Nick Stanley
Vice President, Network
1300 Godward St NE
Suite 3000
Minneapolis, MN 55413 - 1741

RE: Brilliant Cities, Inc. - Adoption of existing Interconnection Agreement

Dear Mr. Stanley:

CenturyTel of Monroe County, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC and CenturyTel of Forestville, LLC (referred to as "CenturyTel") has received a request dated July 18, 2005 from Brilliant Cities, Inc. (referred to as "BCI") stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), BCI wishes to adopt the terms of the Interconnection Agreement between CenturyTel of Monroe County, LLC, CenturyTel of Wisconsin, LLC, CenturyTel of the Midwest–Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Larsen–Readfield, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, and CenturyTel of Forestville, 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-808 on July 14, 2003. (the "Terms"). This letter shall confirm that BCI has a copy of the Terms. Please note the following with respect to BCI's adoption of the Terms.

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

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

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

   Brilliant Cities, Inc.
   ATTN: Nick Stanley
   Vice President, Network
   1300 Godward St NE
   Suite 3000
   Minneapolis, MN 55413-1741
   Telephone #: 612- 230-3188
   Facsimile #: 612-230-3187

With Copy to:
Brilliant Cities, Inc.
ATTN: Alan King, Legal Counsel
1300 Godward St NE
Suite 3000
Minneapolis, MN 55413 - 1741

3. BCI 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. BCI's adoption of the Sprint Terms shall become effective upon Commission's (Public Service Commission of Wisconsin) approval of CenturyTel's filing and shall terminate pursuant to the Sprint Terms.

5. As the Terms are being adopted by BCI pursuant to its statutory rights under Section 252(i), CenturyTel does not provide the Terms to BCI 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 BCI'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 BCI adoption and/or application of the Terms, in whole or in part, at any time:

   (a) when the costs of providing the Terms to BCI are greater than the costs of providing them to Sprint;

(b) if the provision of the Terms to BCI is not technically feasible; and/or to the extent BCI 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. The parties acknowledge that CenturyTel asserts that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this Agreement, CenturyTel is not waiving its right to maintain at some point during the term of this Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251 (f).

11. Should BCI 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 BCI'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 Monroe County, LLC
CenturyTel of the Midwest-Wisconsin, LLC
CenturyTel of Wisconsin, LLC
CenturyTel of Northwest Wisconsin, LLC
CenturyTel of Northern Wisconsin, LLC
CenturyTel of Larsen-Readfield, LLC
CenturyTel of Southern Wisconsin, LLC
CenturyTel of Fairwater-Brandon-Alto, LLC
CenturyTel of Forestville, LLC

Francis J. Rukel
Regional Director, Carrier Relations

7/19/05
Date

Reviewed and countersigned:

Brilliant Cities, Inc.

Nick Stanley
Vice President Network

23 July 05
Date

CC: Guy Miller, CenturyTel

INTERCONNECTION AGREEMENT

BETWEEN

CENTURYTEL OF MONROE COUNTY, LLC
CENTURYTEL OF THE MIDWEST-WISCONSIN, LLC
CENTURYTEL OF WISCONSIN, LLC
CENTURYTEL OF NORTHWEST WISCONSIN, LLC
CENTURYTEL OF NORTHERN WISCONSIN, LLC
CENTURYTEL OF LARSEN-READFIELD, LLC
CENTURYTEL OF SOUTHERN WISCONSIN, LLC
CENTURYTEL OF FAIRWATER-BRANDON-ALTO, LLC
CENTURYTEL OF FORESTVILLE, LLC

AND

SPRINT COMMUNICATIONS COMPANY L.P

IN THE STATE OF WISCONSIN

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APPENDIX A: RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC A-1

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This Interconnection Agreement (the "Agreement"), is by and between CenturyTel of Monroe County, LLC, CenturyTel of Wisconsin, LLC, CenturyTel of the Midwest – Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Larsen–Readfield, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, and CenturyTel of Forestville, 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 Communications Company L.P. 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;

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 traffic between their respective end-user customers. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Public Utility 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 **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.

1.7 **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.

1.8 **Automatic Number Identification (ANI)**

The number transmitted through the network identifying the calling party.

1.9 **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).

1.10 **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.

1.11 **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.

1.12 **Business Day**

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

1.13 **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).

1.14 **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.

1.15 **CLLI Codes**

Common Language Location Identifier Codes.

1.16 **Commission**

The Public Service Commission of Wisconsin.

1.17 **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.

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

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

1.19 **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.

1.20 **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.

1.21 **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.

1.22 **Customer**

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

1.23 **Disconnect Supervision**

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

1.24 **DS-1**

A service carried at digital signal rate of 1.544 Mbps.

1.25 **DS-3**

A service carried at digital signal rate of 44.736 Mbps.

1.26 **Electronic File Transfer**

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

1.27 **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.

1.28 **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.

1.29 **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.

1.30 **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 45.

1.31 **FCC**

The Federal Communications Commission.

1.32 **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 45).

1.33 **CenturyTel Guide**

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

1.34 **CTOC**

CenturyTel Operating Company.

1.35 **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.

1.36 **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.

1.37 **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.

1.38 **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.

1.39 **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.

1.40 **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 Provider.

1.41 **Interconnection Facility**

See "Internetwork Facilities".

1.42 **Interconnection Point (IP) or Point of Interconnection(POI)**

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.

1.43 **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.

1.44 **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.

1.45 **ISDN User Part (ISUP)**

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

1.46 **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.

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

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

1.48 **Local Exchange Carrier (LEC)**

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

1.49 **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.

1.50 **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.

1.51 **Main Distribution Frame (MDF)**

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

1.52 **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.

1.53 **Mid-Span Fiber Meet**

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

1.54 **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.

1.55 **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.

1.56 **Network Interface Device (NID)**

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

1.57 **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.

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

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

1.59 **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.

1.60 **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.

1.61 **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 45).

1.62 **Party/Parties**

CenturyTel and/or Sprint.

1.63 **Provider**

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

1.64 **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.

1.65 **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.

1.66 **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.

1.67 **Service Switching Point (SSP)**

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

1.68 **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 and are referred to as "shared transport facilities".

1.69 **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.

1.70 **Signaling System 7 (SS7)**

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

1.71 **Subsidiary**

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

1.72 **Synchronous Optical Network (SONET)**

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

1.73 **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.

1.74 **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.

1.75 **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.

1.76 **Third Party Contamination**

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

1.77 **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.

1.78 **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.

1.79 **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.

1.80 **Wire Center**

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

ARTICLE III

GENERAL PROVISIONS

1. Scope of General Provisions.

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

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until November 1, 2004 and shall continue in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the Termination Date be extended beyond 90 calendar days after the end of the current term.

2.2 Post-Termination Arrangements.

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

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

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

2.3 Termination Upon Default.

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

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

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

2.4 Termination Upon Sale.

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

2.5 Liability Upon Termination.

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

3. Amendments.

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

4. Assignment.

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

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and 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. 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.

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. 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.

13. Confidential Information.

13.1 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 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 constitute Sprint Proprietary Information regardless of whether such information is marked "Confidential" or "Proprietary".

13.2 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.

13.3 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.

13.4 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.

14. Consent.

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

15. 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.

16. 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.

17. Dispute Resolution.

17.1 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.

17.2 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.

17.3 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.

17.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 17.2 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).

17.5 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.

17.6 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 in accordance with this Agreement.

17.7 Nothing in Section 17 is intended to divest or limit the jurisdiction and authority of the state Commission or the Federal Communications Commission as provided by state or federal law.

17.8 This Agreement was negotiated by the Parties in accordance with the terms of the Act and state laws, and shall be interpreted solely in accordance with the terms of the Act, FCC rules and applicable state laws as may be modified during the term of this Agreement.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Standard Practices.

The Parties acknowledge that CenturyTel may be adopting some industry standard practices and/or establishing its own standard practices to the various requirements hereunder which are applicable to the CLEC industry and which may be added in the CenturyTel Guide. Sprint agrees that CenturyTel may implement such industry standard practices to satisfy any CenturyTel obligations under this Agreement. CenturyTel will notify Sprint in writing of any changes that CenturyTel is required to make in order to be fully compliant with current industry standard practice(s).

24. Headings.

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

25. 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.

26. Law Enforcement Interface.

26.1 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.

26.2 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.

26.3 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.

26.4 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.

27. Liability and Indemnity.

27.1 Indemnification.

Subject to the limitations set forth in Section 27.4 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.

27.2 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 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 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.

27.3 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 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.

27.4 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 16 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.

27.5 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.

28. 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.

29. 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.

30. 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
Attention: Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203
Telephone: (318) 388-9000
Facsimile: (318) 388-9072

With a copy to:

CenturyTel
Manager, Carrier Relations-Midwest Region
333 North Front Street
La Crosse, WI 54602-4800
Telephone: (608) 796-7894
Facsimile: (608) 796-7890

If to Sprint:

Sprint Communications Company, L.P.
6450 Sprint Parkway
Overland Park, Kansas 66251
Telephone number: (913) 315-9253
FACSIMILE NUMBER: (913) 315-0760
Attn: Carrier & Interconnection Mgmt.

31. Protection.

31.1 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").

31.2 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.

32. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. Rule of Construction.

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

38. Section References.

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

39. 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.

40. 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.

41. 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 17 shall also govern any disputes arising out of or relating to such modifications.

42. 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.

42.1 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.

42.2 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.

43. 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.

44. 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.

45. Environmental Responsibility.

45.1 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 45.10, 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.

45.2 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.

45.3 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.

45.4 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.

45.5 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.

45.6 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.

45.7 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.

45.8 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, 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.

45.9 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).

45.10 Notwithstanding Section 26, with respect to environmental responsibility under this Section 45, 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 45.10.

46. <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. 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.

47. Rural Telephone Company.

CenturyTel is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. Pursuant to Section 251(f)(1) of the Act, CenturyTel is exempt from Section 251 (c) of the Act. Notwithstanding such exemption, CenturyTel has entered into and accepted this Agreement for purposes of exchanging traffic, as defined in Article IV, Section 3 herein, with Sprint. CenturyTel's execution of this Agreement does not in any way constitute a waiver or limitation of CenturyTel's rights under Section 251 (f)(1) or 251(f)(2) of the Act. Accordingly, CenturyTel expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251 (c) of the Act, in response to other requests for interconnection by Sprint or any other carrier.

ARTICLE IV

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) by CenturyTel to 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 IV 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.

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 4.3 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. Transports 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. .

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.

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:

1) CenturyTel dedicated rate from Intrastate Special Access.

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.

3.3 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 it's 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.

(a) A Mid-Span Fiber Meet within an existing CenturyTel exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. The IP is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.

(b) A 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.

4.2 Trunking Requirements.

4.2.1 The Parties shall meet and agree on trunking availability and requirements in order for the Parties to begin exchange of traffic. Special Access and/or CLEC Dedicated Transport: CenturyTel will charge special access and/or switched access rates from the applicable CenturyTel access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of local traffic originated by CenturyTel. The Parties will negotiate an initial factor representative of the proportionate share of the facilities as set forth in Section 3 of Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. 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, including end office, tandem, 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. The Parties will mutually share the cost of the two-way trunking network arrangement unless a Party elects to provision its own one-way trunks for Local Traffic, then that Party will be responsible for its own expenses associated with the trunks.

4.2.2 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.

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

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

4.2.2.3 Neither party shall route Switched Access Service traffic over local interconnection trunks, or Local Traffic over Switched Access Service trunks unless by mutual agreement between the Parties.

4.2.3 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.

4.2.4 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.

4.2.5 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.

4.2.6 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.

4.2.7 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.

4.2.8 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.

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

4.2.10 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 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 4.2.6. 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.

4.4 Network Redesigns Initiated by CenturyTel.

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

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

4.5.1 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 IV.

4.5.2 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 IV, Sections 3.2 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 the NANP Number Plan Administrator shall arbitrate disputes arising from numbering assignment. 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 trunk group is required between the CenturyTel end office where the DID numbers are served into the Sprint switch. If there are no existing facilities between CenturyTel and the Sprint, 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). Sprint 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.

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 tariff, 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 V

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Misdirected Calls.

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

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

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

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

2. 911/E-911 Arrangements.

The provision of 911/E-911 arrangement, if any, will be pursuant to a separate agreement between the Parties.

3. Directory Listings and Directory Distribution.

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

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

4. Transfer of Service Announcement.

When an end-user customer transfers service from CenturyTel to CLEC, or CLEC to CenturyTel, and does not retain its original telephone number, the Party formerly providing service to the end-user will provide, upon request and if such service is provided to its own customers, a referral announcement on the original telephone number. This announcement will provide the new number of the customer. The length of time the announcement is provided will be the same as it provides the announcement for its own customers.

ARTICLE VI

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 of Monroe County, LLC
CenturyTel of the Midwest-Wisconsin, LLC
CenturyTel of Wisconsin, LLC
CenturyTel of Northwest Wisconsin, LLC
CenturyTel of Northern Wisconsin, LLC
CenturyTel of Larsen-Readfield, LLC
CenturyTel of Southern Wisconsin, LLC
CenturyTel of Fairwater-Brandon-Alto, LLC
CenturyTel of Forestville, LLC

By _____

Name Gary Miller

Title Director - Carrier Relations

Date 5/22/03

SPRINT COMMUNICATIONS COMPANY L.P

By _____

Name W. Richard Morris

Title Vice President, External Affairs

Date May 13, 2003

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 IV and are subject to change resulting from future Commission or other proceedings.

1. Transport
   Interconnection Trunking Facility rates when Sprint requests from CenturyTel.

   a) Local Traffic - Rates shall be from CenturyTel Intrastate Special Access Tariff less proportionate Local Traffic Factor.

   b) Information Access Traffic - Rates shall be from CenturyTel Interstate Special Access Tariffs which can be found in CenturyTel Operating Companies FCC # 1, National Exchange Carrier Association (NECA) Tariff # 5, or Telephone Utilities Exchange Carrier Association (TUECA) tariff FCC # 2.

2.	Termination	
	Local	Bill and Keep
	Information Access Traffic	Bill and Keep
3.	Initial Local Traffic Factor	50/50
4.	PLU	100%

APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

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

Interim Number Portability

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

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 Sprint orders any service from this Agreement. Sprint 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).
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 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.

Date Mailed
July 14, 2003

BEFORE THE

PUBLIC SERVICE COMMISSION OF WISCONSIN

Application for Approval of the Interconnection Agreement Between CenturyTel and Sprint Communications Company, LP 5-TI-808

ORDER APPROVING INTERCONNECTION AGREEMENT

The Commission approves the Agreement between CenturyTel and Sprint Communications Company, LP (Sprint), dated May 22, 2003. The parties requested Commission approval of the Agreement by letter received May 29, 2003, from CenturyTel. This agreement is with CenturyTel's local exchange companies: CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Larsen-Readfield, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, and CenturyTel of 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. In view of the preceding public interest finding and the fact that the parties reached agreement voluntarily, the Commission finds that the Agreement also satisfies Wis. Stat. § 196.04(1) and (2); the Agreement is required by the public interest, does not cause an irreparable injury, and does not create a public utility service detriment. The Commission therefore concludes that, overall, the Agreement satisfies the criteria for approval under Wis. Stat. §§ 196.03(6), 196.04(1) and (2), and 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, 196.219, 196.26, 196.28, 196.39, 196.395, 196.40, 196.44, and other provisions of Wis. Stat. ch. 196, as may be pertinent hereto; and provisions of the Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996), that the Commission may apply within its discretion and jurisdiction under Wis. Stat. ch. 196.

Dated at Madison, Wisconsin _____

For the Commission:

_____

Gary A. Evenson
Acting Administrator
Telecommunications Division

GAE:KGB:slg:g:\order\pending\05-TI-808

cc: Records Management/Master File

See Attached Notice of Appeal Rights

Docket 05-TI-808

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

Docket 05-TI-808

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