CenturyTel of Central Wisconsin, LLC, Century Tel of the Midwest-Kendall, LLC and Telephone USA of Wisconsin, LLC (referred to as "CenturyTel") has received a request from KMC Telecom III, LLC, KMC Telecom V., Inc., and KMC Data LLC (referred to as "KMC") stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), KMC wishes to adopt the terms of the Interconnection Agreements between CenturyTel of Central Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC and Telephone USA of Wisconsin, LLC and Level 3 Communications, LLC ("Level 3") that was approved by the Public Service Commission of Wisconsin as an effective agreement in the State of Wisconsin in Docket No. PSCW Docket 05-MA-130 (the "Terms"). KMC has a copy of the Terms.

By countersigning this document, both CenturyTel and KMC hereby represent and commit to the following:

1. Except as set forth below, KMC adopts the Terms of the Level 3 agreement for interconnection with CenturyTel and in applying the Terms, agrees that KMC shall be substituted in place of Level 3 in the Terms wherever appropriate.

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

   Marva Johnson – Interconnection Contract Management
   KMC Telecom
   1755 North Brown Road
   Lawrenceville, GA 30043

   Copy to: Riley Murphy
   Office of General Counsel
   KMC Telecom
   1545 Route 206
   Bedminster, NJ 07921

3. KMC represents and warrants that it has obtained or will obtain authority from the Public Service Commission of Wisconsin to provide local exchange service within each CenturyTel Wisconsin Incumbent Local Exchanges prior to operating in each exchange and that its adoption of the Terms will cover services in the State of Wisconsin only.

4. KMC's adoption of the Level 3 Terms shall become effective upon CenturyTel's filing of this letter with the Public Service Commission of Wisconsin and shall terminate pursuant to the Level 3 Terms.

5. As the Terms are being adopted by KMC pursuant to its statutory rights under Section 252(i), CenturyTel does not provide the Terms to KMC 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 KMC's 252(i) election.

6. Unless an explicit exemption is created within the Terms, the Terms shall be subject to any and all applicable laws, rules, or regulations, including those that subsequently may be prescribed by any federal, state or local government authority, including actions taken by the Public Service Commission of Wisconsin in Docket No. 05-MA-130, or any court on appeal thereof. The Parties agree to modify, in writing, the affected term(s) and condition(s) of the Terms as necessary to conform them with such law, rule, or regulation. If the Parties are unable to agree to such a written amendment, either Party may seek Dispute Resolution according to the Terms.

7. CenturyTel and KMC differ as to whether KMC may opt into the second paragraph of Section 3.2.1 of Part V-2 of the Terms which establishes Bill-and-Keep as the intercarrier compensation mechanism for ISP-bound traffic. In particular, CenturyTel and KMC disagree over whether the FCC's *ISP Remand Order* and paragraph 82 of that order in particular allows a Section 252(i) adoption of interconnection agreement provisions incorporating the FCC's intercarrier compensation regime for ISP-bound traffic. To meet the Wisconsin Commission's expectation, CenturyTel will assent to KMC's adoption of that section, but only under protest. In so doing, CenturyTel reserves all rights and remedies under law, including any that might provide for retroactive application of an alternative compensation mechanism for ISP-bound traffic exchanged between CenturyTel and KMC.

8. CenturyTel reserves the right to file a petition with the Wisconsin PSC seeking permission to deny application of the Terms, in whole or in part, at any time:

   (a) when the cost of providing the Terms to KMC is materially greater than the costs of providing those Terms to Level 3;

   (b) if the provision of the terms to KMC is not technically feasible.

9. Should KMC or CenturyTel attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, KMC and CenturyTel each reserve the right to seek appropriate legal and/or equitable relief.

10. Regarding any and all remaining legal interpretations and assertions, including but not limited to those contained in CenturyTel's March 19, 2003 correspondence, KMC expressly and fully reserves its rights to assert legal positions and pursue claims arising from or related to the Terms.

ACCEPTED AND AGREED TO:

KMC Telecom III LLC
KMC Telecom V, Inc.
KMC Data LLC

by Riley M. Murphy

Riley M. Murphy
Senior Vice President - Legal and Regulatory

Date Signed 4/8/03

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

Guy Miller by Jim Rubel

Guy Miller
Director – Carrier Relations

Date Signed 4/17/03

CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, Century Tel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Wisconsin, LLC, and CenturyTel of Wisconsin, LLC (referred to as "CenturyTel") has received a request from KMC Telecom III, LLC, KMC Telecom V, Inc., and KMC Data LLC (referred to as "KMC") stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), KMC wishes to adopt the terms of the Interconnection Agreements between CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen-Readfield, LLC, Century Tel of Monroe County, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Wisconsin, LLC, and CenturyTel of Wisconsin, LLC and Level 3 Communications, LLC ("Level 3") that was approved by the Public Service Commission of Wisconsin as an effective agreement in the State of Wisconsin in Docket No. PSCW Docket 05-MA-130 (the "Terms"). KMC has a copy of the Terms.

By countersigning this document, both CenturyTel and KMC hereby represent and commit to the following:

1. Except as set forth below, KMC adopts the Terms of the Level 3 agreement for interconnection with CenturyTel and in applying the Terms, agrees that KMC shall be substituted in place of Level 3 in the Terms wherever appropriate.

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

   Marva Johnson – Interconnection Contract Management
   KMC Telecom
   1755 North Brown Road
   Lawrenceville, GA 30043

   Copy to: Riley Murphy
   Office of General Counsel
   KMC Telecom
   1545 Route 206
   Bedminster, NJ 07921

3. KMC represents and warrants that it has obtained or will obtain authority from the Public Service Commission of Wisconsin to provide local exchange service within each CenturyTel Wisconsin Incumbent Local Exchanges prior to operating in each exchange and that its adoption of the Terms will cover services in the State of Wisconsin only.

4. KMC's adoption of the Level 3 Terms shall become effective upon CenturyTel's filing of this letter with the Public Service Commission of Wisconsin and shall terminate pursuant to the Level 3 Terms.

5. As the Terms are being adopted by KMC pursuant to its statutory rights under Section 252(i), CenturyTel does not provide the Terms to KMC 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 KMC's 252(i) election.

6. Unless an explicit exemption is created within the Terms, the Terms shall be subject to any and all applicable laws, rules, or regulations, including those that subsequently may be prescribed by any federal, state or local government authority, including actions taken by the Public Service Commission of Wisconsin in Docket No. 05-MA-130, or any court on appeal thereof. The Parties agree to modify, in writing, the affected term(s) and condition(s) of the Terms as necessary to conform them with such law, rule, or regulation. If the Parties are unable to agree to such a written amendment, either Party may seek Dispute Resolution according to the Terms.

7. CenturyTel and KMC differ as to whether KMC may opt into the second paragraph of Section 3.2.1 of Part V-2 of the Terms which establishes Bill-and-Keep as the intercarrier compensation mechanism for ISP-bound traffic. In particular, CenturyTel and KMC disagree over whether the FCC's *ISP Remand Order* and paragraph 82 of that order in particular allows a Section 252(i) adoption of interconnection agreement provisions incorporating the FCC's intercarrier compensation regime for ISP-bound traffic. To meet the Wisconsin Commission's expectation, CenturyTel will assent to KMC's adoption of that section, but only under protest. In so doing, CenturyTel reserves all rights and remedies under law, including any that might provide for retroactive application of an alternative compensation mechanism for ISP-bound traffic exchanged between CenturyTel and KMC.

8. CenturyTel reserves the right to file a petition with the Wisconsin PSC seeking permission to deny application of the Terms, in whole or in part, at any time:

   (a) when the cost of providing the Terms to KMC is materially greater than the costs of providing those Terms to Level 3;

   (b) if the provision of the terms to KMC is not technically feasible.

9. Should KMC or CenturyTel attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, KMC and CenturyTel each reserve the right to seek appropriate legal and/or equitable relief.

10. Regarding any and all remaining legal interpretations and assertions, including but not limited to those contained in CenturyTel's March 19, 2003 correspondence, KMC expressly and fully reserves its rights to assert legal positions and pursue claims arising from or related to the Terms.

11. The Parties acknowledge that CenturyTel is entitled to maintain 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).

ACCEPTED AND AGREED TO:

KMC Telecom III LLC
KMC Telecom V, Inc.
KMC Data LLC

Riley M. Murphy by

Riley M. Murphy
Senior Vice President - Legal and Regulatory

Date Signed 4/18/03

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

Guy Miller by Jim Pickel

Guy Miller
Director – Carrier Relations

Date Signed 4/17/03