

November 5, 2009

Via PSC Electronic Regulatory Filing System

Ms. Sandra J. Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
P. O. Box 7854
Madison, WI 53707-7854

Re: Resale Agreement between CenturyTel of Midwest-Wisconsin, LLC
(CenturyTel) and Metropolitan Telecommunications of Wisconsin, Inc. d/b/a
Mettel

Dear Ms. Paske:

The Resale Agreement referenced above is a new agreement between the above mentioned parties. The termination date of the attached agreement is October 23, 2011. If neither Party elects to terminate this Agreement as of this date, this Agreement shall continue in force and effect on a month-to-month basis unless and until cancelled or terminated as provided for in this Agreement.

CenturyTel hereby files the above referenced Resale Agreement pursuant to 47 USC §252 of the Act.

I have been authorized by Metropolitan Telecommunications of Wisconsin, Inc. D/B/A Mettel to submit the enclosed resale agreement for Commission approval, pursuant to 47 USC §252 (e).

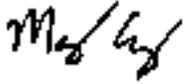
I hereby certify that a copy of this filing has been served on Mettel as follows:

To MetTel:
David Aronow
President
44 Wall Street, 6th Floor
New York, NY 10005
Telephone Number: 212-607-2003
Facsimile Number: 212-635-5074
Internet Address: daro@mettel.net

Ms. Sandra J. Paske
November 5, 2009
Page Two

If you have any question, please contact Kathy Bradford at CenturyLink in Momoe, Louisiana. Her number is 318-340-5387.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Max Cox".

Max Cox
Contract Management

GMC:kwb

Enclosure

cc: darof@mettel.net
Ken.Barth@pse.slate.wi.us
Lorenzo.cruz@centurytel.com
Matt.green@centurytel.com

RESALE AGREEMENT

By and between

CENTURYTEL OF MID WEST-WISCONSIN, LLC

AND

METROPOLITAN TELECOMMUNICATIONS OF WISCONSIN, INC. D/B/A
METTEL

FOR THE STATE OF
WISCONSIN

TABLE OF CONTENTS

PREFACE & RECITALS..... I

ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT.....2

 1.0 PURPOSE OFTHE AGREEMENT.....2

 2.0 INTENT OF THE AGREEMENT.....2

 3.0 SCOPE OF THE AGREEMENT.....2

ARTICLE II: DEFINITIONS.....3

 1.0 GENERAL RULES.....3

 2.0 DEFINITIONS.....3

ARTICLE III: GENERAL TERMS & CONDITIONS.....14

I. GENERAL TERMS AND CONDITIONS REGARDING APPLICATION, EFFECTIVE DATE, TERM
AND GOVERNING LAW.....14

 1.0 APPLICATION OF THESE GENERAL TERMS & CONDITIONS.....14

 2.0 EFFECTIVE DATE, TERM & TERMINATION.....14

 3.0 APPLICABLE LAW.....17

II. OTHER GENERAL TERMS & CONDITIONS.....18

 4.0 AMENDMENTS.....18

 5.0 ASSIGNMENT.....19

 6.0 ASSURANCE OF PAYMENT.....19

 7.0 AUDITS.....21

 8.0 AUTHORIZATION AND AUTHORITY.....23

 9.0 BILLING & PAYMENTS/DISPUTED AMOUNTS.....24

 10.0 INTENTIONALLY LEFT BLANK.....27

 11.0 INTENTIONALLY LEFT BLANK.....27

 12.0 CHANGES IN LAW.....27

 13.0 CLEC PROFILE.....29

 14.0 CONFIDENTIAL INFORMATION.....29

 15.0 CONSENT.....31

 16.0 CONTACTS BETWEEN THE PARTIES.....31

 17.0 CONTACTS WITH CUSTOMERS.....31

 18.0 COUNTERPARTS.....31

 19.0 DISCONTINUANCE OF SERVICE BY **CLEC ("SNAP-BACK PROVISION").....32

 20.0 DISPUTE RESOLUTION.....32

 21.0 ENTIRE AGREEMENT.....35

 22.0 EXPENSES.....35

 23.0 FORCE MAJEURE.....35

 24.0 FRAUD.....36

 25.0 GOOD FAITH PERFORMANCE.....36

 27.0 INTELLECTUAL PROPERTY.....36

 28.0 LAW ENFORCEMENT.....37

 29.0 LETTER OF AUTHORIZATION (LOA).....37

 30.0 LIABILITV AND INDEMNIFICATION.....38

 31.0 NETWORK MANAGEMENT.....42

 32.0 NON-EXCLUSIVE REMEDIES.....43

 33.0 INTENTIONALLY LEFT BLANK.....43

 34.0 NOTICES.....43

 35.0 ORDERING AND MAINTENANCE.....45

 36.0 POINTS OF CONTACT FOR **CLEC CUSTOMERS.....45

37.0	PUBLICITY AND USE OF TRADEMARKS.....	46
38.0	REFERENCES.....	46
39.0	RELATIONSHIP OF THE PARTIES.....	46
40.0	RESERVATION OF RIGHTS.....	47
41.0	STANDARD PRACTICES.....	48
42.0	SUBCONTRACTORS.....	48
43.0	SUCCESSORS AND ASSIGNS - BINDING EFFECT.....	48
44.0	SURVIVAL.....	48
45.0	TAXES.....	48
46.0	TBD PRICES.....	50
47.0	TECHNOLOGY UPGRADES.....	50
48.0	TERRITORY.....	50
49.0	THIRD^PARTV BENEFICIARIES.....	50
50.0	UNAUTHORIZED CHANGES.....	51
51.0	USE OF SERVICE.....	51
52.0	WAIVER.....	51
53.0	WITHDRAWAL OF SERVICES.....	52
ARTICLE IV: RESALE.....		53
LO	TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE.....	53
2.0	GENERAL TERMS AND CONDITIONS FOR RESALE.....	54
3.0	PRICING.....	55
4.0	LIMITATIONS AND RESTRICTIONS ON RESALE.....	56
5.0	CHANGES IN RETAIL SERVICE.....	58
6.0	REQUIREMENTS FOR CERTAIN SPECIFIC SERVICES.....	58
7.0	PRE-ORDERING AND ORDERING.....	60
8.0	OTHER OPERATIONAL MATTERS.....	61
9.0	ORDER DUE DATE.....	62
10.0	REPAIR AND MAINTENANCE REQUIREMENTS.....	62
11.0	DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING.....	62
12.0	ACCESS CHARGES.....	63
13.0	RESALE OF **CLEC'S TELECOMMUNICATIONS SERVICES.....	63
ARTICLE VIII: MAINTENANCE.....		64
1.0	GENERAL MAINTENANCE & REPAIR REQUIREMENTS.....	64
2.0	MAINTENANCE & REPAIR PROCEDURES.....	64
3.0	ESCALATION PROCEDURES.....	65
4.0	EMERGENCY RESTORATION.....	65
5.0	MISDIRECTED REPAIR CALLS.....	66
6.0	PREMISES VISIT PROCEDURES.....	66
8.0	PRICING.....	66
ARTICLE X: ACCESS TO OPERATIONS SUPPORT SYSTEMS ("OSS").....		67
1.0	INTENTION OF THE PARTIES.....	67
2.0	DEFINITIONS.....	67
3.0	SERVICE PARITY AND STANDARDS.....	68
4.0	FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES.....	68
5.0	NOTICES.....	68
6.0	CENTURYTEL OSS SERVICES.....	68
7.0	ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES.....	69
8.0	CENTURYTEL OSS INFORMATION.....	70
9.0	**CLEC USAGE INFORMATION.....	73
10.0	**CLEC BILLING INFORMATION.....	73
11.0	LIABILITIES AND REMEDIES.....	73
12.0	RELATION TO APPLICABLE LAW.....	74
13.0	COOPERATION.....	74

14.0	CENTURYTEL ACCESS TO INFORMATION RELATED TO **CLEC CUSTOMERS.....	74
15.0	CENTURYTEL PRE-OSS SERVICES.....	75
16.0	CANCELLATIONS.....	75
ARTICLE XI:	PRICING.....	76
I.	RESALE PRICING.....	76
SIGNATURE PAGE.....		78

AGREEMENT

PREFACE & RECITALS

This Resale Agreement (the "Agreement"), is by and between CenturyTel of Midwest-Wisconsin, LLC, ("CenturyTel"), with its address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Metropolitan Telecommunications of Wisconsin, Inc., d/b/a MetTel in its capacity as a certified provider of local wireline Telecommunications Service ("MetTel"), with its address for this Agreement at 44 Wall St., 6th Floor

New York, NY 10005 (CenturyTel and MetTel being referred to collectively as the "Parties" and each individually as a "Party"). This Agreement covers services in the State of Wisconsin only (the "State").

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the resale of their Telecommunications Services,

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, and without waiving any reservation of rights set forth herein, CenturyTel and MetTel hereby covenant and agree as follows:

ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1.0 PURPOSE OF THE AGREEMENT

This Agreement governs the purchase by MetTel of certain Telecommunications Services provided by CenturyTel in its franchised areas in the State pursuant to the obligations of Local Exchange Carriers under the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, et seq. This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. The Parties agree that their entry 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 rates and cost recovery that may be covered in this Agreement. Where applicable, MetTel agrees to accept these terms and conditions with CenturyTel based on this Agreement as reciprocal.

2.0 INTENT OF THE AGREEMENT

Whereas Sections 251 and 252 of the Telecommunications Act of 1996, as amended from time to time, impose specific obligations on the Parties to interconnect with each other's networks and access to certain services and facilities, the terms and conditions contained in this Agreement are intended to set forth the specific arrangements and services by which the Parties will discharge their respective obligations under Applicable Law. Furthermore, to the extent they apply to CenturyTel's provision of services and/or facilities to MetTel, such terms are intended to apply only to the extent required by Applicable Law.

3.0 SCOPE OF THE AGREEMENT

The following constitute parts of this Agreement:

Agreement: Preface & Recitals
Article I: Purpose, Intent and Scope of Agreement
Article II: Definitions
Article III: General Terms & Conditions
Article IV: Resale
Article V: Maintenance
Article VI: Access to Operations Support Systems (OSS)
Article VII: Pricing
Signature Page

The terms and conditions set forth in the Agreement, together with those set forth in its given Articles, are integrally and legitimately related, and shall govern the provision of services and/or facilities by CenturyTel to MetTel.

ARTICLE II: DEFINITIONS

1.0 GENERAL RULES

- 1.1 Unless the context clearly indicates otherwise, the definitions set forth in Section 2 of this Article II shall apply to all Articles and Appendices contained in this Agreement. A defined term intended to convey the meaning stated in this Article II is capitalized when used.
- 1.2 Additional definitions that are specific to the matters covered in a particular Article, Appendix or provision may appear in that Article, Appendix or provision. To the extent that there is any conflict between a definition set forth in this Article II and any definition in a specific Article, Appendix or provision, the definition set forth in the specific Article, Appendix or provision shall control with respect to that Article, Appendix or provision.
- 1.3 Capitalized terms that are not otherwise defined in this Article II or Agreement but are defined in the Telecommunications Act of 1996 ("Act") and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.
- 1.4 Terms used in a Tariff shall have the meanings stated in the Tariff or State Price List in states where detariffing regulation has been implemented.
- 1.5 Unless the context clearly indicates otherwise, any term defined in this Article II which is defined or used in the singular shall include the plural, and any term defined in this Article II which is defined or used in the plural shall include the singular.
- 1.6 The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2.0 DEFINITIONS

2.1 "Act" or "the Act"

The Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as amended from time to time and codified at 47 U.S.C. §§ 151, et seq.

2.2 Advanced Services

"Advanced Services" means intrastate or interstate wireline Telecommunications Services (including, but not limited to, ADSL, IDSL, xDSL, Frame Relay and Cell Relay) that rely on packetized or Packet Switched technology that enable users to originate and receive high-quality voice, data, graphics and/or video telecommunications using any technology.

2.3 Affiliate

"Affiliate" shall have the meaning set forth in § 153(1) of the Act.

2.4 Intentionally left blank**2.5 Applicable Law**

All effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.

2.6 As-Is Transfer (AIT)

The transfer of all Telecommunications Services and features available for resale that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR), with all such services being provided "as is."

2.7 Intentionally left blank.**2.8 Bill Date**

The effective date for which a CenturyTel service is billed and/or invoiced to a customer. The Bill Date shall be the date one day past the billing cycle close date. The Bill Date is the same date each month for recurring bills and is included on any such bill or invoice.

2.9 Bill Due Date

Refers to the date that a bill or invoice is due and payable. The Bill Due Date shall be the date thirty (30) days from the Bill Date.

2.10 Business Day

Monday through Friday, 8 am to 5 pm Central Standard or Daylight Savings time, except for (1) holidays observed by the United States government; (2) days on which the non-priority U.S. mail is not delivered; and (3) company holidays on which CenturyTel is officially closed for business and except as otherwise specifically stated or provided for in other documentation incorporated into this agreement.

2.11 Intentionally left blank**2.12 Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connection to the PSTN.

2.13 Central Office Switch

A switch used to provide Telecommunications Services including (1) End Office Switches which are Class 5 switches from which end-user Telephone Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches 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).

2.14 CenturyTel Operating Company (CTOC) or CenturyTel

The single CenturyTel Operating Company in the State that is a Party to this Agreement.

2.15 Intentionally left blank

2.16 CenturyTel Service Guide

The CenturyTel Service Guide is a document that contains CenturyTel's operating procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services. Except as specifically provided otherwise in this Agreement, CenturyTel's processes for service ordering, provisioning, billing, maintenance, trouble reporting and repair shall be governed by the CenturyTel Service Guide, which may be amended from time to time by CenturyTel as needed.

2.17 Certificate of Operating Authority

A certification by the State Commission that MetTel has been authorized to operate within the State as a provider of local Telephone Exchange Services within CenturyTel's local service area; in many states this certification is known as a Certificate of Public Convenience and Necessity.

2.18 CLASS

An acronym for Custom Local Area Signaling Services. CLASS is based on the availability of Common Channel Signaling (CCS). CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

2.19 CLEC Profile

A CenturyTel form required to be completed and submitted to CenturyTel by any Telecommunications Carrier requesting the ability to initiate any order submission to CenturyTel. Among other things, a Telecommunication Carrier is

required to provide CenturyTel, on the CLEC Profile, the following: its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

2.20 Commission

The State Public Service or Public Utility Commission, as applicable.

2.21 Competitive Local Exchange Carrier (CLEC)

A "Local Exchange Carrier," as defined in § 153(26) of the Act, authorized to provide Telephone Exchange Services or Exchange Access services in competition with an ILEC.

2.22 Contract Year

A twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

2.23 Intentionally left blank

2.24 Customer Proprietary Network Information (CPNI)

"Customer Proprietary Network Information" or "CPNI" shall have the meaning set forth in 47 U.S.C. §222.

2.25 Customer Service Record (CSR)

A record detailing the services to which an End User Customer subscribes from its telecommunications provider(s).

2.26 Customer Service Record Search

A process requested by CLEC prior to account conversion from CenturyTel or from another CLEC that typically searches for basic account information, listing/directory information, service and equipment listing, and billing information for a customer. The CLEC must have obtained a LOA from the End User Customer prior to requesting a Customer Service Record Search. A Customer Service Record Search will be obtained by means of a LSR where such request is permitted by the provisions of this Agreement.

2.27 Intentionally left blank

2.28 Disputed Amounts

An amount or any portion of bill or invoice sent to a Party that the billed Party contends, in good faith, is not due and payable. For an amount to qualify as a Disputed Amount, the billed Party must provide written notice to the billing Party

of the nature and amount of the disputed charge(s) using the process and time period established by the billing Party.

2.29 E-911 Service

An emergency telephone system which includes network switching, database and CPE elements capable of providing selective routing, selective transfer, fixed transfer, caller routing and location information, and/or ALI and is used to route 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed.

2.30 Effective Date

The date on which the last Party to this Agreement executes the Agreement, unless prior Commission approval is required in order to make the Agreement effective between the Parties. If such Commission approval is required, the Effective Date shall be either the date on which the Commission deems the Agreement approved or, the date on which the Commission deems the Agreement effective, whichever the case may be.

2.31 Intentionally left blank

2.32 "End User" or "End User Customer"

Any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Commercial Mobile Radio Service (CMRS) provider (also known as a Wireless Carrier) that subscribes to Telecommunications Services provided by either of the Parties and does not resell it to others. As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.

2.33 Exchange Access

Exchange Access shall have the meaning set forth in § 153(16) the Act.

2.34 Intentionally left blank

2.35 Intentionally left blank.

2.36 Facility

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article 111.

2.37 FCC

The Federal Communications Commission.

2.38 Federal Universal Service Charge (FUSC)

An end-user charge that allows a Telecommunications Carrier to recover the costs of its universal service contributions from its customers.

2.39 Federal Universal Service Fund (FUSF)

A fund administered by the National Exchange Carriers Association (NECA) into which Telecommunications Carriers pay their universal service contributions.

2.40 Foreign Exchange (FX)

Service offerings of local exchange carriers that are purchased by customers and which allow such customers to obtain Telephone Exchange Service from a mandatory local calling area other than the mandatory local calling area in which the customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both Two-Way and Terminating Only).

2.41 Incumbent Local Exchange Carrier (ILEC)

An "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning set forth in 47 U.S.C. §251(h).

2.42 Initial Service Order

An order submitted by MetTel to CenturyTel initially ordering a service required by this Agreement.

2.43 Intentionally left blank

2.44 Intellectual Property

For purposes of this Agreement, "Intellectual Property" means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissues, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptations, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production

processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

2.45 Intellectual Property Claim

For purposes of this Agreement, "Intellectual Property Claim" means any actual or threatened claim, action or proceeding relating to Intellectual Property.

2.46 Interexchange Carrier (IXC)

A carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Service.

2.47 Local Calling Area (LCA)

Local Calling Area (LCA) traffic is traffic originates and terminates in the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel's local exchange tariffs.

2.48 Local Exchange Carrier (LEC)

"Local Exchange Carrier" or "LEC" shall have the meaning set forth in § 153(26) of the Act.

2.49 Local Service Request (LSR)

The Ordering and Billing Forum document designated by CenturyTel to be used by the Parties to establish, add, change or disconnect local Telecommunications Services for the purpose of providing competitive local Telecommunications Services. Sometimes referred to as a Service Order.

2.50 National Security Emergency Procedures (NSEP)

Federal procedures that apply to Telecommunications Carriers that are used to maintain a state of readiness or to respond to and manage any event or crisis that causes or could cause injury or harm to the population, damage to or loss of property, or degrade or threaten the national security or emergency preparedness of the United States.

2.51 911 Service

An emergency reporting system to facilitate the reporting of emergencies requiring response by a public safety agency whereby a caller can dial a common number (911) for emergency services. Basic 911 is an emergency telephone system which automatically connects 911 callers to a designated answering point.

Call routing is determined by originating Central Office only. Basic 911 may or may not support ANI and/or ALI.

2.52 Numbering Plan Area (NPA)

Also sometimes referred to as an "area code," an NPA 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.

2.53 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.

2.54 Operations Support Systems (OSS)

The pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by CenturyTel's databases and information.

2.55 Optional EAS Traffic

Optional EAS Traffic is local calling scope traffic that, under an optional rate package chosen by the End User Customer, terminates at a physical location outside of that End User Customer's Local Calling Area or mandatory Extended Area Service (EAS).

2.56 Party or Parties

"Party" shall mean CenturyTel or MetTel depending on the context. "Parties" refers collectively to both CenturyTel and MetTel.

2.57 Public Safety Answering Point (PSAP)

A facility that has been designated to receive 911 calls and route them to emergency services personnel. A PSAP may be designated as Primary or Secondary. Primary PSAPs are facilities to which 911 calls are routed directly from the 911 control office; Secondary PSAPs are facilities to which 911 calls are transferred from a Primary PSAP.

2.58 "Repeatedly delinquent"

As used in Article 111, "repeatedly delinquent" shall refer to the failure to remit or pay a bill under this Agreement within thirty (30) calendar days after the bill due date, three (3) or more times during a twelve (12) month period..

2.59 Routine Network Modifications

A Routine Network Modification is an activity that CenturyTel regularly undertakes for its own customers.

Routine Network Modifications do not include: the construction of a new loop or new transport; installation of new aerial or buried cable; splicing cable at any location other than an existing splice point or at any location where a splice enclosure is not already present; securing permits, rights-of-way, or building access arrangements; constructing and/or placing new manholes, handholes, poles, ducts or conduits; installing new terminals or terminal enclosure (e.g., controlled environmental vaults, huts, or cabinets); or providing new space or power for requesting carriers; or removing or reconfiguring packetized transmission facility. CenturyTel is not obligated to perform these and other similar activities for MetTel.

2.60 Selective Router (SR)

A device that routes E911 calls to the appropriate PSAP based on the caller's location.

2.61 Service Affecting

A "Service Affecting" issue or dispute shall mean that such issue or dispute, unless resolved, places a Party's End User Customer in immediate or imminent risk of not being able to use the service to which that End User Customer subscribes.

2.62 Service Order

See "LSR."

2.63 State

As used in this Agreement, "State" shall refer to the state in which services are to be provided under this Agreement. For purposes of this Agreement, "State" shall mean the State of Wisconsin.

2.64 Subsidiary

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

2.65 Switched Access Services

The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Any traffic that does not meet the definition of Local Traffic will be considered Switched Access Traffic. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services. The term "Switched Access Service" is interchangeable with "Switched Exchange Access Service."

2.66 Tariff

Any applicable Federal or state tariff of a Party, as amended from time-to-time.

2.67 Telecommunications

"Telecommunications" shall have the meaning set forth in § 153(43) of the Act.

2.68 Telecommunications Carrier

"Telecommunications Carrier" shall have the meaning set forth in § 153(44) of the Act.

2.69 Telecommunications Service

"Telecommunications Service" shall have the meaning set forth in § 153(46) of the Act.

2.70 Telecommunications Service Priority (TSP)

A procedure established by the National Communications System Office (NCSO) used by a Telecommunications Carrier to establish priorities in deciding which lines and trunks to restore subsequent to an outage. Generally, the highest priority goes to federal law enforcement and military usage, with local emergency services (including 911 Service) and medical facilities following..

2.71 Telephone Exchange Service

"Telephone Exchange Service" shall have the meaning set forth in § 153(47) of the Act.

2.72 "Telephone Toll" or "Telephone Toll Service"

"Telephone Toll" or "Telephone Toll Service" is telephone service between stations in different exchange areas. Telephone Toll traffic can be either "IntraLATA Toll Traffic" or "InterLATA Toll Traffic" depending on whether the originating and terminating points are within the same LATA.

2.73 Time and Material Charges

Time and Materials Charges are charges for non-standard or individual-case-basis work requested by MetTel. "Time" charges are for the cost of labor which includes, but is not limited to, work preparation and actual work. This labor time is multiplied by an applicable labor rate. "Material" charges are for the cost of items required to fulfill the job requirements.

2.74 Vertical Features (including CLASS Features)

Features, functions and capabilities provided through operation of hardware and software comprising a switch.

2.75 Website

As used in this agreement. Website shall mean the CenturyTel wholesale website.

ARTICLE III: GENERAL TERMS & CONDITIONS

I.

GENERAL TERMS & CONDITIONS

REGARDING APPLICATION, EFFECTIVE DATE, TERM AND GOVERNING LAW

1.0 APPLICATION OF THESE GENERAL TERMS & CONDITIONS

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 Terms & Conditions apply to all Articles and Appendices of this Agreement.

2.0 EFFECTIVE DATE, TERM & TERMINATION

2.1 Effective Date. This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval. The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 13, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for MetTel; or (b) sixty (60) Calendar Days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship. The "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.

2.2 Term. This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until two years after the effective date (the "Initial Term"). If neither Party elects to terminate this Agreement as of the date of termination of the Initial Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

2.2.1 Notwithstanding the above, CenturyTel at its discretion may terminate this Agreement after twelve consecutive months of inactivity on the part of MetTel, upon 90 days written notice to CLEC. Inactivity is defined as MetTel's failure to initiate the required pre-ordering activities, MetTel's failure to submit any orders pursuant to this Agreement's terms or MetTel's failure to originate or terminate any Local Traffic pursuant to this Agreement's terms.

2.3 Notice of Termination. Either MetTel or CenturyTel may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination ("Notice of Termination") at least ninety (90) calendar days

in advance of the applicable date of termination. Either MetTel or CenturyTel may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (90) calendar days in advance of the applicable date of termination.

- 2.4 Effect on Termination of Negotiating Successor Agreement. If either MetTel or CenturyTel provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either MetTel or CenturyTel has requested negotiation of a new resale agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new resale agreement between MetTel and CenturyTel; or, (b) the date 180 calendar days after the date of termination identified in the Notice of Termination. If a new interconnection agreement has not been approved by 180 days after the date of termination identified in the Notice of Termination, then CenturyTel and MetTel may mutually agree to continue to operate on a month to month basis under the terms set forth herein until (a) a new agreement has been approved or (b) until MetTel ceases providing service in CenturyTel's exchanges. Should the Parties not agree to continue to operate under the terms set forth herein after 180 days, then the provisions of Section 2.5 shall be required. The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance with Section 2.6 (Termination Upon Default) or Section 2.7 (Termination Upon Sale).
- 2.5 Termination and Post-Termination Continuation of Services. If either MetTel or CenturyTel provides notice of termination pursuant to Section 2.3 and, by 11:59 p.m. Central Time on the proposed date of termination, neither MetTel nor CenturyTel has requested negotiation of a new resale agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyTel under this Agreement at the time of termination, including the exchange of local traffic, will be terminated unless the Parties jointly agree to other continuing arrangements. MetTel may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s) if the service is included is the same; (ii) other terms and conditions made generally available by the Commission to local Telecommunications Service providers, if any; or (iii) terms and conditions available under Section 252(i) of the Act, if elected by MetTel. If MetTel elects to have such services or functions continue pursuant to terms and conditions available under Section 252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by MetTel under Section 252(i). Should MetTel fail to follow the terms of this Section 2.5, MetTel agrees that its termination notice shall be invalidated and considered withdrawn and it shall continue to be accountable and liable for all its obligations under the terms of this Agreement.

2.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) calendar days of receipt of written notice thereof. Following CenturyTel's notice to MetTel of its Default, CenturyTel shall not be required to process new service orders until the Default is timely cured.

"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) The revocation by the Commission of a Party's Certificate of Operating Authority, or
- (c) A Party's violation of any material term or condition of the Agreement; or
- (d) A Party's refusal or failure in any material respect to properly perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 9) within thirty (30) calendar days after the bill date.

2.7 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 to a non-affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) 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.

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

2.9 Predecessor Agreements.

2.9.1 Except as stated in Section 2.9.2 or as otherwise agreed in writing by the Parties:

2.9.1.1 any prior resale agreement between the Parties for the State of Wisconsin pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date is hereby terminated; and

- 2.9.1.2 any services that were purchased by one Party from the other Party under a prior resale agreement between the Parties for the State of Wisconsin pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions under this Agreement.
- 2.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior resale agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall remain in effect and the service will be the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.
- 2.9.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 2.9.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

3.0 APPLICABLE LAW

- 3.1 **Applicable Law.** The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.
- 3.2 **Rule of Construction.** The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has relied solely on the advice of its own legal counsel in accepting such negotiated terms and conditions. This Agreement shall be fairly interpreted in accordance with its terms. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.
- 3.3 **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and

shall be subject to the exclusive jurisdiction of the State of Wisconsin or of the federal courts in the State of Wisconsin. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.

- 3.4 Parties' Agreement to Comply with Applicable Law. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 3.4.1 Neither Party shall be liable for any delay or failure in performance resulting from any requirements of Applicable Law, or acts or failures to act of any governmental entity or official.
- 3.4.2 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.
- 3.4.3 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.
- 3.5 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or invalid under Applicable Law, such unenforceability or invalidity shall not render unenforceable or invalid any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such unenforceable or invalid provision; provided, that if the unenforceable or invalid provision is a material provision of this Agreement, or the unenforceability or invalidity materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party may, upon written notice to the other Party, terminate this Agreement without penalty or liability for such termination.

H. OTHER GENERAL TERMS & CONDITIONS

4.0 AMENDMENTS

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

If a change in Applicable Law requires CenturyTel, pursuant to Section 12.2, to offer a new service under this Agreement, MetTel may submit a written request to CenturyTel to amend this Agreement to add terms and conditions for the provision of the new service using either of the following options:

- 4.1 Option 1: CenturyTel will provide MetTel with a form "Attachment" that will amend the Agreement. This Attachment will identify the specific terms and conditions of the Agreement affected by the change in Applicable Law and will set forth the specific terms and conditions to be amended that are applicable to the new service. CenturyTel also shall submit the executed form Attachment to the Commission for approval as required by 47 U.S.C. § 252(e). MetTel may begin ordering the new service pursuant to the terms of the Attachment as soon as it executes the amended Attachment.
- 4.2 Option 2: If MetTel desires to negotiate an amendment to the Agreement with terms and conditions for the new service that are different than those contained in CenturyTel's form Attachment, MetTel must send CenturyTel a request to negotiate. The Parties agree to negotiate in good faith the terms and conditions for the new service. Whether the Parties agree to acceptable terms and conditions through negotiations or resolve such terms and conditions through arbitration, the terms and conditions for the new service arrived at through this Option 2 shall not become effective until they are approved by the Commission pursuant to 47 U.S.C. § 252(e).

5.0 ASSIGNMENT

Any assignment, in whole or in part, by either Party of any right, obligation, duty or interest arising under the Agreement without the written consent of the other Party shall be null and void, except that either Party may assign, to the extent consistent with Applicable Law, 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, upon ninety (90) calendar days' 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, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder. Any attempt to make an assignment or delegation in violation of this section shall constitute a default of this Agreement.

6.0 ASSURANCE OF PAYMENT

Upon request by CenturyTel, MetTel shall provide to CenturyTel a deposit for or an adequate assurance of payment of amounts due (or to become due) to CenturyTel hereunder. MetTel's failure to provide such deposit or assurance of payment to CenturyTel within thirty (30) calendar days of CenturyTel's request for same shall constitute a default under this Agreement.

- 6.1 When a Deposit/Assurance of Payment Is Required. Such deposit or assurance of payment of charges may be requested by CenturyTel if MetTel (a) in CenturyTel's reasonable judgment, at the Effective Date or at any time thereafter,

does not have established credit with CenturyTel, (b) in CenturyTel's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to MetTel by CenturyTel, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.

- 6.2 Calculating the Amount of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, such deposit will be calculated based on the greater of (1) CenturyTel's estimated two-month charges to MetTel (including, but not limited to, both recurring and non-recurring charges) using MetTel's forecast of resale lines and any other facilities or services to be ordered from CenturyTel, or (2) \$5,000. If MetTel does not provide a forecast of its facility or service demand under this Agreement, MetTel shall provide, upon CenturyTel's request, a deposit or assurance of payment of charges in an amount of \$5000.
- 6.3 Modifying the Amount of Deposit/Assurance of Payment. CenturyTel reserves the right, in its sole discretion, to modify the amount of the deposit or assurance of payment required of MetTel if MetTel is repeatedly delinquent in making its payments, or MetTel is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyTel due to MetTel's previous non-payment, or when conditions otherwise justify such action based on actual billing history and/or the credit rating of MetTel. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period. CenturyTel also may require an additional amount of deposit or assurance of payment at any time after the submission of the original deposit or assurance of payment if MetTel's average monthly billing exceeds the estimated two-months billing based on MetTel's forecasts referenced in Section 6.2 above or if MetTel has failed to make timely payments in accordance with Section 9.2.
- 6.4 Form of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, the deposit or assurance of payment shall, at CenturyTel's option, consist of (a) a cash security deposit in U.S. dollars held by CenturyTel, or (b) an unconditional, irrevocable standby letter of credit naming CenturyTel as the beneficiary thereof and otherwise in form and substance satisfactory to CenturyTel from a financial institution acceptable to CenturyTel.
- 6.5 Intentionally left blank.
- 6.6 Interest on Cash Deposit. CenturyTel shall pay interest on any such cash deposit in accordance with state requirements for End User deposits if such exist

- 6.7 Drawing on Deposit/Assurance of Payment. CenturyTel may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to MetTel in respect of any amounts to be paid by MetTel hereunder that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Agreement.
- 6.8 MetTel's Replenishment of Deposit/Assurance of Payment. If CenturyTel draws on the letter of credit or cash deposit, upon request by CenturyTel, MetTel shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.
- 6.9 Effect on Other Obligations. Notwithstanding anything else set forth in this Agreement, if CenturyTel makes a request for a deposit or assurance of payment in accordance with the terms of this Section 6, then CenturyTel shall have no obligation thereafter to perform under this Agreement until such time as MetTel has provided CenturyTel with such deposit or assurance of payment. The fact that a deposit or a letter of credit is requested by CenturyTel hereunder shall in no way relieve MetTel from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and timely payment for facilities or services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of services for nonpayment of any amounts, payment of which is required by this Agreement.

7.0 AUDITS

- 7.1 Billing Audits. Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and invoicing. Such audits may be performed once in each Contract Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each contract quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000. For purposes of this Section 7.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.
- 7.1.1 Scope of Audit. The scope of the audit shall be limited to the services provided and/or purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit.

- 7.1.2 Auditors and Commencement of Audit. The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably competent in telecommunications and be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) calendar days after the Auditing Party has given notice of the audit to the Audited Party; except that the Audited Party has the right to extend the 60 days for specific resource availability conflict reasons such as the financial Year End close of books, information or billing system conversions in progress or schedules to start during the audit or proper commitment of resources to other audits or rate cases. In such a case, the Audited Party must provide written certification of the conflict and the expected resource availability date. The audit shall be completed within forty-five (45) calendar days after its commencement.
- 7.1.3 Cooperation of the Parties. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills. Each audit shall be conducted on the premises of the Audited Party where the Audited Party's records reside, will take place during normal business hours and shall comply with the Audited Party's normal security procedures.
- 7.1.4 Audit Expenses. Audits shall be performed at the Auditing Party's expense, unless the audit found billing errors or inaccuracies in favor of the Auditing Party, in which case the Audited Party shall reimburse the Auditing Party for its expense in performing said audit. There shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.
- 7.1.5 Audit Summary. Neither Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. The Audited Party may redact from the books, records and other documents provided to the auditor any confidential information of the Audited Party that reveals the identity of other customers of the Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

- 7.1.6 Adjustments. Adjustments to the Audited Party's charges shall be made to correct errors or omissions disclosed by an audit. The performance of adjustments shall be subject to examination. The Audited Party will provide a formal written response to any findings in an audit within thirty (30) calendar days of receipt of any such findings. The Auditing Party in turn will respond to the Audited Party's response within forty-five (45) calendar days of receipt of the Audited Party's response.
- 7.1.7 Overcharges or Undercharges. If any audit confirms any overcharge, then the billing Party (or the Party that billed for services at more than the appropriate charge) shall promptly correct any billing error, including refunding any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. If any audit confirms any undercharge, then the billed Party (or the Party that was provided services at less than the appropriate charge) shall immediately compensate the billing Party for such undercharge. In each case of overcharge or undercharge, such rectifying credits and/or payments will be subject to interest at the lesser of one and one-half (1 1/2%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.
- 7.1.8 Disputes. Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the procedures set forth in Section 19 regarding dispute resolution.

8.0 AUTHORIZATION AND AUTHORITY

- 8.1 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, her or its choosing, and MetTel has not relied on CenturyTel's counsel or on representations by CenturyTel's personnel not specifically contained in this Agreement, in entering into this Agreement.
- 8.2 CenturyTel represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 MetTel represents and warrants that it is a Corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has

full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

- 8.4 MetTel Certification. Notwithstanding any other provision of this Agreement, CenturyTel shall have no obligation to perform under this Agreement until such time as MetTel has obtained such FCC and Commission authorization(s) as may be required by Applicable Law for conducting business in the State as a MetTel. MetTel must represent and warrant to CenturyTel that it is a certified local provider of Telephone Exchange Service in the State. MetTel will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request. MetTel shall not place any orders under this Agreement until it has obtained such authorization. MetTel shall provide proof of such authorization to CenturyTel upon request.

9.0 BILLING & PAYMENTS/DISPUTED AMOUNTS

Except as provided elsewhere in this Agreement, MetTel and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

- 9.1 Back Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill date. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior.
- 9.2 Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the Bill Date ("Bill Due Date"). If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next Business Day. Payments may be transmitted by electronic funds transfer. Late payment charges, if any, will be payable in accordance with the provisions of this Agreement.
- 9.3 Late Payment Charges. If any undisputed amount due on a billing statement is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess, and the billed Party agrees to pay, a late payment charge on the past due balance equal to one and one-half (1 1/2%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which such payment is made. Such late payment charges shall be included on the billing Party's next statement to the billed Party.
- 9.4 Disputed Amounts. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party

shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and shall include in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the guidelines for submitting billing dispute claims set forth in CenturyTel's CLEC Service Guide. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim before the Bill Due Date means that the total charges billed are due and payable to the billing Party on the due date. The billed Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. Both MetTel and CenturyTel agree to expedite the investigation of any Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution.

- 9.4.1 If the billed Party disputes any charges and any portion of the dispute is resolved in favor of the billed Party, the Parties shall cooperate to ensure that (a) the billing Party shall credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute.
- 9.4.2 If the Parties cannot resolve the dispute through established billing dispute procedures within 180 days of the billed Party providing written notice of Disputed Amounts to the billing Party, the billed Party shall file a petition for formal dispute resolution pursuant to Section 20.3 of this Article (without regard for any further informal dispute resolution negotiations that may be referenced in Section 20.3). If the billed Party fails to seek formal dispute resolution pursuant to Section 20.3 within one (1) year of the billed Party providing written notice to the billing Party of such Disputed Amounts, the billed Party waives its alleged entitlement to and/or right to withhold such Disputed Amount.

9.5 Effect of Non-Payment.

- 9.5.1 If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may discontinue processing orders for relevant or like services provided under this Agreement on or after the tenth (10th) calendar day following the Bill Due Date. The billing Party will notify the other Party in writing, via email or certified mail, at least five (5) Calendar Days prior to discontinuing the processing of orders for the relevant services. If the billing Party does not refuse to accept additional orders for service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein

shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

9.5.2 Notwithstanding 9.5.1 above, if the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or related services provided under this Agreement following written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders so long as the appropriate dates for each consequence are listed therein. If the billed Party subsequently pays all of such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billing Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

9.5.3 Notwithstanding 9.5.1 and 9.5.2 above, if the billing Party is forced to undertake collection efforts for undisputed, defaulted or post-termination amounts outstanding, the billed Party is liable for reimbursement to the billing Party any and all costs associated with the collection of such a debt including but not limited to collection agency fees and legal fees.

9.6 Universal Service Fund. In order to collect the costs of CenturyTel's contribution to the Federal Universal Service Fund (FUSF) in an equitable manner, CenturyTel's End User Customers are being charged a Federal Universal Service Charge (FUSC). The only customers who are exempt from paying the FUSC to CenturyTel are those reseller customers who themselves contribute to the FUSF, or who otherwise qualify for an exemption under the FCC's universal service rules. In order to obtain an exemption from paying the FUSC to CenturyTel, MetTel must provide CenturyTel a signed statement certifying that it is reselling the services provided by CenturyTel in the form of telecommunications, and will, in fact, contribute directly to the FUSF. If MetTel does not provide this statement, or otherwise certify that it is exempt from remitting the FUSC, CenturyTel must report the revenues obtained from the provision of service to MetTel as End User revenues for FUSF contribution purposes and will assess a FUSC on MetTel's customers.

9.6.1 "Federal Universal Service Charge (FUSC)" means an End-User charge that allows local exchange carriers to recover the costs of their universal service contributions from their customers.

9.6.2 To comply with FCC rules regarding the funding of Universal Service, MetTel is required to complete the form entitled "CERTIFICATION OF FEDERAL UNIVERSAL SERVICE FUND CONTRIBUTION STATUS," provided by CenturyTel in order to obtain an exemption from paying the FUSC to CenturyTel. In addition, MetTel agrees to provide CenturyTel with an updated annual certification, no later than February 1 of each calendar year, so that CenturyTel may ensure that h continues to accurately report its revenues for FUSF contribution purposes.

9.6.3 It is expressly understood and agreed by the Parties that MetTel's provision to CenturyTel of evidence concerning its making adequate payments into the FUSF, and MetTel's representations to CenturyTel in connection therewith, are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyTel.

10.0 INTENTIONALLY LEFT BLANK

11.0 INTENTIONALLY LEFT BLANK

12.0 CHANGES IN LAW

Except as provided in Section 12.3 below, the terms and condhions ofthis Agreement shall be subject to any and all changes in Applicable Law, including but not limited to changes to rules and regulations that subsequently may be prescribed by any federal, state or local governmental authority having competent jurisdiction.

- 12.1 Removal of Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyTel is no longer required by Applicable Law to continue to provide any service, facility, payment or benefit otherwise required to be provided to MetTel under this Agreement, then CenturyTel may discontinue the provision of any such service, facility, payment or benefit. CenturyTel will provide thirty (30) calendar days prior written notice to MetTel of any such discontinuation of a service or facility, unless a different notice period or different conditions are specified by Applicable Law for termination of such service, facility, payment or benefit, in which event such specified period and/or conditions shall apply. The Parties may amend this Agreement pursuant to Section 4 to reflect such change in Applicable Law. If MetTel disputes CenturyTel's discontinuance of such service, facility, payment or benefit, the dispute resolution procedures of Section 20 shall apply, and any consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the discontinuation date set forth in CenturyTel's written notice to MetTel or the date specified by Applicable Law, whichever applies.
- 12.2 Additions to Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyTel is required by such change in Applicable Law to provide a service not already provided to MetTel under the terms of this Agreement, the Parties agree to add or modify, in writing, the affected term(s) and condition(s) of this Agreement to the extent necessary to bring them into compliance with such change in Applicable Law. The Parties shall initiate negotiations to add or modify such terms upon the written request of a Party. The Parties agree to negotiate such additional or modified terms and conditions within thirty (30) calendar days of receipt of the requesting Party's written request. If the Parties cannot agree to additional or modified terms to amend the Agreement, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in Section 20.
- 12.3 Notwithstanding Sections 12.1 and 12.2, to the extent that the Parties have agreed to any terms and conditions set forth in this Agreement that do not reflect or fully reflect the extent of the Parties' respective rights and/or obligations under Applicable Law for good and valuable consideration through the process of good faith negotiations, a subsequent change in Applicable Law may not be given effect in this Agreement, through the amendment process or otherwise, without the mutual consent of both Parties. Any terms reached by the Parties constituting a Voluntary Agreement to which this Section 12.3 applies shall be identified as being an agreement made "pursuant to Section 12.3" or by language of similar import.

13.0 CLEC PROFILE

- 13.1 MetTel shall not place any orders under this Agreement until it has completed and submitted to CenturyTel a "CLEC Profile," in a form provided by CenturyTel and, if required by CenturyTel, paid a deposit for assurance of payment pursuant to Section 9. Among other things required to be listed on the CLEC Profile, MetTel will provide to CenturyTel its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide. MetTel will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as necessary to reflect its current certification.
- 13.2 Certificate of Operating Authority. MetTel must represent and warrant to CenturyTel that it is a certified provider of local Telephone Exchange Service in the State. MetTel will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request.

14.0 CONFIDENTIAL INFORMATION

- 14.1 Identification. Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, pre-orders, and all orders for services placed by MetTel pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of MetTel End User Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to MetTel End User Customers, whether disclosed by MetTel to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement, is considered Confidential Information.

- 14.2 Handling. In order to protect such Confidential Information from improper disclosure, each Party agrees:
- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
 - (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of any Confidential Information it receives 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 promptly return any copies of such Confidential Information to the source at its request;

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

(g) Subject to the exceptions in Section 14.3 below, if the Party receiving Confidential Information wishes to disclose the disclosing Party's Confidential Information to a third-party, such disclosure must be agreed to in writing by the disclosing Party, and the third-party must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

14.3 Exceptions. These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other legal process issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, subject to Sections 28.3 and 28.3.1, the recipient shall give prior notice to the source before disclosing Confidential Information and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

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

15.0 CONSENT

Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

16.0 CONTACTS BETWEEN THE PARTIES

Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response. CenturyTel will provide and maintain its contact and escalation list in its CenturyTel Service Guide ("Guide") as amended and updated from time to time. The Guide is provided to MetTel on CenturyTel's Website, and any updates also will be provided on the Website in the event such information changes. Information contained in the Guide will include a single contact telephone number for CenturyTel's CLEC Service Center (via an 800#) that MetTel may call for all ordering and status inquiries and other day-to-day inquiries between 8 a.m. and 5 p.m., Monday through Friday (except holidays). In addition, the Guide will provide MetTel with contact information for the personnel and/or organizations within CenturyTel capable of assisting MetTel with inquiries regarding the ordering, provisioning and billing of resale services. Included in this information will be the contact information for a person or persons to whom MetTel can escalate issues dealing with the implementation of the Agreement and/or for assistance in resolving disputes arising under the Agreement.

17.0 CONTACTS WITH CUSTOMERS

Except as otherwise provided in this Agreement, MetTel shall provide the exclusive interface with MetTel's End User Customers in connection with the marketing or offering of MetTel services. Except as otherwise provided in this Agreement, in those instances where CenturyTel personnel are required pursuant to this Agreement to interface directly with MetTel's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall not identify themselves as representing CenturyTel. Nothing in this section shall require CenturyTel to repaint trucks or other equipment, or to remove, hide or cover logos or other identifying marks from any vehicles, equipment, uniforms or other items used or owned by CenturyTel or CenturyTel personnel to effect service calls.

18.0 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

19.0 DISCONTINUANCE OF SERVICE BY MetTel ("SNAP-BACK PROVISION")

- 19.1 If MetTel proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers, whether voluntarily, as a result of bankruptcy, or for any other reason, MetTel shall send written notice of such discontinuation to CenturyTel, the Commission, and each of MetTel's customers. MetTel shall provide notice in advance of discontinuation of its service as required by Applicable Law. Unless the period for advance notice of discontinuation of service required by Applicable Law is more than thirty (30) calendar days, to the extent commercially feasible, MetTel shall send such notice at least thirty (30) calendar days prior to its discontinuation of service. Should MetTel fail to provide notice pursuant to this provision, CenturyTel shall have the right to send such notice and to discuss service discontinuance and election of a replacement carrier with MetTel's customers.
- 19.2 Such notice must advise each MetTel customer that, unless action is taken by the MetTel customer to switch to a different carrier prior to MetTel's proposed discontinuation of service, the MetTel customer will be without the service provided by MetTel to the MetTel customer.
- 19.3 Should a MetTel customer subsequently become a CenturyTel customer, MetTel shall provide CenturyTel with all information necessary for CenturyTel to establish service for the MetTel customer, including, but not limited to, the CLEC customer's billed name, listed name, service address, and billing address, and the services being provided to the MetTel customer.
- 19.4 Nothing in this Section 19 shall limit CenturyTel's right to cancel or terminate this Agreement under Section 2 or to suspend provision of services under Section 9 of this Agreement.

20.0 DISPUTE RESOLUTION

The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 9 of this Article apply to the resolution of any billing disputes.

- 20.1 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 an 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.
- 20.2 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 in a business-to-business fashion. It shall be left to each Party to select its own representative(s) for such negotiations. 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.

20.3 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 ("AAA"), except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. The arbitration may be submitted to the Commission upon mutual agreement of the Parties. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable.

(a) A Party may demand arbitration in accordance with the procedures set out in the AAA 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) of the following (none of which may have subparts): interrogatories; demands to produce documents; or requests for admission. Each Party is also entitled to take the oral deposition of up to three (3) individuals of another Party. Unless otherwise mutually agreed by the Parties, the Party of the deponent shall select the time and location for each such deposition. (The Party selecting the time and location of a deposition shall do so with reasonable accommodation of the other Party's schedule and without causing the other Party unduly burdensome travel costs. In any event, it shall be deemed reasonable to select as the location for the deposition the city where the deponent resides and/or works.) Each Party shall bear its own travel expenses incurred to participate in such depositions. 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.

(b) Judgment upon the award rendered by the arbitrator, whether it be the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction. If post-arbitration enforcement efforts must be undertaken due to a Party's failure to render the award by the date due, the defaulting Party will reimburse the other Party any and all costs associated with collection of such a debt including but not limited to legal and court costs.

(c) Notwithstanding (b) above, a Party may appeal a judgment provided that the Party must place any amounts awarded into an interest-bearing escrow account pending the outcome of the appeal. An appeal filed prior to the date an award is due shall not be considered a default that triggers the reimbursement provision of (b) above so long as the required escrow has been made as well.

- 20.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 20.2 is alleged to constitute a Service Affecting dispute, then the period for resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be ten (10) Business Days. Once a Service Affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, 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).
- 20.5 Costs. Except for 20.3 (b) above, each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 20.6 Continuous Service. Except where the dispute pertains to technical feasibility or a lack of facilities, the Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Section 9) in accordance with this Agreement. However, during the pendency of any dispute resolution procedures, CenturyTel reserves the right not to accept new MetTel service orders, upon the condition that acceptance of new orders by CenturyTel will exacerbate the resolution of said disputes between CenturyTel and CLEC.

21.0 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.

22.0 EXPENSES

- 22.1 In performing under this Agreement, CenturyTel may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event, CenturyTel is entitled to reimbursement from MetTel for all such costs. For all such costs and expenses, CenturyTel shall receive through nonrecurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel's common costs. If MetTel makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyTel will provide a quote to MetTel in a timely manner and MetTel must agree to accept the quoted charges prior to CenturyTel's initiation of work.
- 22.2 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.

23.0 FORCE MAJEURE

- 23.1 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 like acts of God, wars, terrorism, 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 material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected ("Force Majeure Events"), 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 commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.

23.2 It is expressly agreed that insolvency or financial distress of a Party is not a Force Majeure Event and is not otherwise subject to this Section 23. Notwithstanding the provisions of Section 23.1 above, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

24.3 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

24.0 FRAUD

MetTel assumes responsibility for all fraud associated with its End User Customers and accounts. CenturyTel will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, MetTel's account in cases of fraud.

25.0 GOOD FAITH PERFORMANCE

25.1 The Parties shall act in good faith in the performance of their obligations under this Agreement.

25.2 Performance Issues. In the spirit of good faith and upon request by either Party, the Parties agree to meet once a month during the Term of this Agreement, at mutually agreed upon day and time, to discuss the performance of the Parties under this Agreement. The requesting Party should provide a proposed agenda in advance of the meeting. At each such monthly session the Parties may discuss: (i) the Parties' provisioning of the services and ancillary functions provided under this Agreement; (ii) any areas in which such performance may be improved; (iii) any problems that were encountered during the preceding month or anticipated in the upcoming month; (iv) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (v) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties may meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.

26.0 INTELLECTUAL PROPERTY

Except as provided in section 30, 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.

27.0 LAW ENFORCEMENT

- 27.1 Except to the extent not available in connection with CenturyTel's operation of its own business, CenturyTel shall provide seven days a week/twenty-four hours a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.
- 27.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 28.3.1, CenturyTel agrees to work jointly with MetTel in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. MetTel shall be responsible for and shall be billed for any charges associated with providing such services for MetTel's End User Customers.
- 27.3 Where CenturyTel receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a CenturyTel account, CenturyTel shall send such information back to law enforcement, along with the name of the company to which such account is connected, if available, for further processing by law enforcement.
- 27.4 If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, "subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena ("receiving Party") from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

28.0 LETTER OF AUTHORIZATION (LOA)

To the extent the Parties have not previously done so, MetTel and CenturyTel shall each execute a blanket letter of authorization (LOA) with respect to customer requests to change service providers or to permit either Party to view CPNI prior to a request to change service providers. Under the blanket LOA, a Party authorized by the customer to view or use its CPNI need not provide proof of End User Customer authorization to the other Party before viewing or using the CPNI.

- 28.1.1 Each Party's access to CPNI of another carrier's customer will be limited to instances where the requesting Party has obtained appropriate authorization to change service providers or release of CPNI from the customer.

- 28.1.2 The requesting Party must maintain records of all customer authorizations to change service providers or release of CPNI in compliance with State and federal law.
- 28.1.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability on account of the requesting Party's failure to obtain proper CPNI authorization from a customer.
- 28.1.4 When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to change service providers or release CPNI as documented in the CenturyTel Service Guide or otherwise approved in advance by CenturyTel, CenturyTel will not require MetTel to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders. However, it shall be considered a material breach of this Agreement if MetTel submits an order to change service providers or release CPNI where MetTel has not yet obtained appropriate authorization to change service providers or release CPNI from the customer. Until a blanket LOA has been executed, a Party wishing to view or end user CPNI of the other Party must provide written proof of End User Customer authorization to the other Party before viewing or using the CPNI.

29.0 Intentionally left blank

30.0 LIABILITY AND INDEMNIFICATION

- 30.1 Indemnification Against Third-Party Claims. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group"), from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any

act or omission of the Indemnifying Party's customer(s) or End User(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section 30.1 (other than applicable employee claimant(s)), for purposes of this Section 30.1. "Reasonable costs and attorneys' fees," as used in this Section 30.1, includes without limitation fees and costs incurred to interpret or enforce this Section 30.1. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

Notwithstanding anything to the contrary in this Section 30.1, a Party may not seek indemnification with respect to any Claim by that Party's customer(s) or End User(s), but rather shall be the Indemnifying Party with respect to all Claims by its customer(s) and End User(s).

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnitee Group and any third-party provider or operator of facilities involved in the provision of products, services or facilities under this Agreement from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by the Indemnifying Party's End User Customer(s) arising from or relating to any products, services or facilities provided by or through the Indemnified Party or such third-party provider or operator. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee Group from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' 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's End User Customer(s).

30.2 Disclaimer of Warranties. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY

STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES, PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE, WORKMANLIKE EFFORT, RESULTS, LACK OF NEGLIGENCE, OR ACCURACY OR COMPLETENESS OF RESPONSES. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.

30.3 Limitation of Liability; Disclaimer of Consequential Damages; Exceptions.

30.3.1 Except as provided in Section 30.3.3, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Section 22.1 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 30.3.3, each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to MetTel by CenturyTel under this Agreement during the Contract Year in which such cause accmes or arises. For purposes of this Section 30.3.1, the first Contract Year commences on the first day this Agreement becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.

30.3.2 EXCEPT AS PROVIDED IN SECTION 30.3.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

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 the provision of such advice, recommendations, and analysis.

30.3.3 Section 30.3.1 and Section 30.3.2 do not apply to the following:

- 30.3.3.1 Indemnification under Section 30.1;
- 30.3.3.2 Breach of any obligation of confidentiality referenced in this Agreement;
- 30.3.3.3 Violation of security procedures;
- 30.3.3.4 Any breach by MetTel of any provision relating to MetTel's access to or use of Operations Support Systems;
- 30.3.3.5 Failure to properly safeguard, or any misuse of, customer data;
- 30.3.3.6 Statutory damages;
- 30.3.3.7 Liability for intentional or willful misconduct;
- 30.3.3.8 Liability arising under any applicable CenturyTel Tariff;
- 30.3.3.9 Liability arising under any indemnification provision contained in this Agreement or any separate agreement or tariff related to provisioning of 911/E911 services;
- 30.3.3.10 Each Party's obligations under Section 27 of this Article III;
- 30.3.3.11 Section 30.4.2 and/or Section 30.4.3 of this Article III;
- 30.3.3.12 Section 45 of this Article III, and/or
- 30.3.3.12 Liability arising under any indemnification provision contained in a separate agreement or tariff related to provisioning of Directory Listing or Directory Assistance Services.

30.4 Liability of CenturyTel.

In addition to the general limitation of liability in this Section 32, the following shall also limit CenturyTel's liability under this Agreement.

30.4.1 Inapplicability of Tariff Liability. CenturyTel's general liability, as described in its local exchange or other Tariffs, does not extend to MetTel, MetTel's End User Customer(s), suppliers, agents, employees, or any other third parties. Liability of CenturyTel to MetTel resulting from any and all causes arising out of services, facilities or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyTel. CenturyTel shall not be liable for any loss, claims, liability or damages asserted by MetTel, MetTel's End User Customer(s), suppliers, agents, employees, or any other third parties where MetTel combines or commingles such components with those components provided by CenturyTel to MetTel.

- 30.4.2 **MetTel Tariffs or Contracts.** MetTel shall, in its Tariffs or other contracts for services provided to its End User Customers using products, services or facilities obtained from CenturyTel, provide that in no case shall CenturyTel be liable for any indirect, incidental, reliance, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by MetTel, MetTel's End User Customer(s), suppliers, agents, employees, or any other third parties of the possibility of such damages, and MetTel shall indemnify, defend and hold harmless CenturyTel and CenturyTel's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, and based on any reason whatsoever, MetTel, MetTel's End User Customer(s), suppliers, agents, employees, or any other third parties. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyTel and any of MetTel's End User Customers, suppliers, agents, employees, or any other third parties.
- 30.4.3 **No Liability for Errors.** No Liability for Errors. CenturyTel is not liable for mistakes in CenturyTel's signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases). MetTel shall indemnify, defend and hold harmless CenturyTel and CenturyTel's Indemnitee Group from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by or to MetTel's End User Customer(s), suppliers, agents, employees, or any other third parties based on any reason whatsoever. For purposes of this Section 30.4.3, mistakes shall not include matters arising exclusively out of the willful misconduct of CenturyTel or its employees or agents.

31.0 NETWORK MANAGEMENT

- 33.1 **Cooperation.** The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. MetTel and CenturyTel will exchange appropriate information (e.g., network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate or to prevent traffic congestion and to minimize fraud associated with third number billed calls, calling card calls, and other services related to this Agreement.

31.2 Responsibility for Following Standards. MetTel recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of CenturyTel or any third parties connected with or involved directly in the network or facilities of CenturyTel.

31.3 Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of MetTel connected to CenturyTel's network shall not interfere with or impair service over any circuits, facilities or equipment of CenturyTel, 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 CenturyTel's facilities or create hazards to the employees of CenturyTel or to the public (with the foregoing hereinafter being collectively referred to as an "Impairment of Service").

If MetTel causes an Impairment in Service, CenturyTel shall promptly notify MetTel 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 Parties agree to work together to attempt to promptly resolve the Impairment of Service. If MetTel is unable to promptly remedy the Impairment of Service, then CenturyTel may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

31.4 Outage Repair Standard. In the event of an outage or trouble in any service being provided by CenturyTel hereunder, MetTel will follow CenturyTel's standard procedures for isolating and clearing the outage or trouble and CenturyTel shall clear MetTel customer troubles using the same Outage Repair Standard as for CenturyTel customers.

32.0 NON-EXCLUSIVE REMEDIES

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any other remedies that may be available under this Agreement or at law or in equity.

33.0 INTENTIONALLY LEFT BLANK

34.0 NOTICES

34.1 Except as otherwise expressly provided in this Agreement, any notice given by one Party to the other Party under this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; and (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or

express delivery service with next Business Day delivery. Any notice shall be delivered using one of the alternatives identified above and shall be directed to the applicable street or post office box address indicated in Section 34.2 below or such address as the Party to be notified has designated by giving notice in compliance with this Section. Although E-mail will not be used to provide notice, the Parties shall provide their E-mail addresses below to facilitate informal communications.

34.2 Notices conveyed pursuant to Section 34.1 above shall be delivered to the following addresses of the Parties:

To MetTel:

David Aronow
President
44 Wall Street, 6th Floor
New York, NY 10005
Telephone Number: 212-607-2003
Facsimile Number: 212-635-5074
Internet Address: darow@mettel.net

With a copy to:

Andoni Economou
COO & EVP
44 Wall Street, 6th Floor
New York, N.Y. 10005
Telephone Number: 212-607-2004
Facsimile Number: 212-635-5074
Internet Address: aeconomou@mettel.net

To CenturyTel:

Wholesale CLEC Management
100 CenturyTel Drive
Monroe, LA 10005
Telephone Number: 334-263-2736
Facsimile Number: 334-263-6315
Internet Address: max.cox@cenliirvtel.com

With a copy to:

Director, Wholesale Markets
CenturyLink
KSOPKB0401-413
5454 W 110THST
Overland Park, KS 66211

or to such other address as either Party shall designate by proper notice.

35.0 ORDERING

- 35.1 Ordering and Electronic Interface. A web-based interface is currently being used for MetTel to order resale services. Unless otherwise provided in the Articles of this Agreement, MetTel shall use CenturyTel's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Articles of this Agreement, no manual, facsimile or email interfaces may be used to submit any non-access order unless first confirmed with and agreed upon by CenturyTel's CLEC Service Group personnel. If CenturyTel later deploys any enhanced electronic capability for MetTel to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyTel, CenturyTel will notify MetTel of such availability and MetTel shall use such processes as CenturyTel has made available for performing such transaction(s) to the extent practicable and the use of any other interface or process will be discontinued.
- 35.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 13, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for MetTel; or (b) sixty (60) Calendar Days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.
- 35.3 Until CenturyTel implements its planned fully automated ordering and provisioning system, the standard provisioning intervals will be confirmed for a maximum number of fifty (50) MetTel orders (LSR, DSR) per day. MetTel understands that orders exceeding 50 per day may be subject to project management and will be worked on a best effort basis.

36.0 POINTS OF CONTACT FOR MetTel CUSTOMERS

- 36.1 MetTel shall be the primary point of contact for MetTel customers. MetTel shall establish telephone numbers and mailing addresses at which MetTel's End User Customers may communicate with MetTel and shall advise MetTel End User Customers of these telephone numbers and mailing addresses.
- 36.2 Except as otherwise agreed to by CenturyTel, CenturyTel shall have no obligation, and may decline, to accept a communication from a MetTel customer, including, but not limited to, a MetTel customer request for repair or maintenance of a CenturyTel service provided to MetTel, except that CenturyTel will attempt to advise MetTel customers to call MetTel whenever possible.

37.0 PUBLICITY AND USE OF TRADEMARKS

- 37.1 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. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its express written consent for such use, which consent the other Party may grant or withhold in its sole discretion.
- 37.2 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 MetTel.
- 37.3 Any violation of this Section 37 shall be considered a Default of this Agreement under Section 2.6.

38.0 REFERENCES

- 38.1 All references to Articles, Sections, Appendices and Tables and the like shall be deemed to be references to Articles, Sections, Appendices and Tables of this Agreement unless the context shall otherwise require.
- 38.2 Except as otherwise specified, references within an Article of this Agreement to a Section, Appendix or Table refer to a Section, Appendix or Table within or a part of that same Article.
- 38.3 Unless the context shall otherwise require, any reference in this Agreement to a statute, regulation, rule, Tariff, technical publication, guide (including CenturyTel or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda or successor) of that statute, regulation, rule, Tariff, technical publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

39.0 RELATIONSHIP OF THE PARTIES

- 39.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 39.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the

Parties, or grant to either Party a license, franchise, distributorship or similar interest.

- 39.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 39.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees. Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.
- 39.5 Except as provided by Section 42, the persons provided by each Party to perform its obligations hereunder 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.
- 39.6 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 39.7 The relationship of the Parties under this Agreement is a non-exclusive relationship.
- 39.8 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.

40.0 RESERVATION OF RIGHTS

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission,

the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

41.0 STANDARD PRACTICES

41.1 The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices with regard to various requirements hereunder applicable for the MetTel industry which may be added or incorporated by reference in the CenturyTel Service Guide. MetTel agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement.

41.2 All changes to standard practices will be posted on the CenturyTel Website prior to implementation, with email notification of such postings. Email notifications directing MetTel to CenturyTel's Website will contain, at a minimum, the subject of the change posted to the Website and a Website link to the posting. Posting will include CenturyTel personnel who may be contacted by MetTel to provide clarification of the scope of the change and timeline for implementation.

42.0 SUBCONTRACTORS

A Party may use a contractor of the Party (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

43.0 SUCCESSORS AND ASSIGNS - BINDING EFFECT

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

44.0 SURVIVAL

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information (including but not limited to, Section 14, limitation or exclusion of liability, indemnification or defense (including, but not limited to, Section 30), and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

45.0 TAXES

Any State or local excise, sales, or use taxes (defined in Section 45.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 45.2) 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 same 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, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

Notwithstanding anything to the contrary contained herein, MetTel is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. MetTel is also responsible for furnishing any updates or changes in its tax exempt status to CenturyTel during the Initial Term of this Agreement and any Follow-on Terms and/or extensions thereof. In addition, MetTel is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that MetTel's representations to CenturyTel concerning the status of MetTel's claimed tax exempt status, if any, and its impact on this Section 45 are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyTel.

- 45.1 Tax. A tax is defined as a charge which is statutorily imposed by the federal, 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 federal, 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 federal, 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 CenturyTel, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

45.2 Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as 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, other Nil, franchise fees, and Commission surcharges.

46.0 TBD PRICES

46.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as "to be determined" or "TBD." If a provision references a specific rate element in an Appendix or Attachment and there are no corresponding prices or rates in such Appendix or Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to MetTel ordering any such TBD item, the Parties shall meet and confer to establish a price.

46.2 In the event the Parties are unable to agree upon a price for a TBD item, the tariffed rate for the most analogous tariffed product or service shall be used as the interim price. Either Party may then invoke the dispute resolution process set forth in Article III to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

47.0 TECHNOLOGY UPGRADES

Notwithstanding any other provision of this Agreement, CenturyTel shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyTel's ability to modify its network through the incorporation of new equipment or software or otherwise. MetTel shall be solely responsible for the cost and activities associated with accommodating such changes in its own network.

48.0 TERRITORY

48.1 This Agreement applies to the territory in which CenturyTel operates as an Incumbent Local Exchange Carrier ("ILEC") in the State of Wisconsin. CenturyTel shall be obligated to provide services under this Agreement only within this territory.

48.2 Notwithstanding any other provision of this Agreement, CenturyTel may terminate this Agreement as to a specific operating territory or portion thereof pursuant to Section 2.7 of this Article.

49.0 THIRD-PARTY BENEFICIARIES

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons (including, but not limited to, customers or contractors of a Party) with any rights (including, but not limited to, any third-party beneficiary rights) hereunder. Except as expressly set forth in this Agreement, a Party shall have no liability under this Agreement to the customers of the other Party or to any other third person.

50.0 UNAUTHORIZED CHANGES

50.1 Procedures. If MetTel submits an order for resold services under this Agreement in order to provide service to an End User Customer that at the time the order is submitted is obtaining its local services from CenturyTel or another LEC using CenturyTel resold services and the End User Customer notifies CenturyTel that the End User Customer did not authorize MetTel to provide local Telephone Exchange Services to the End User Customer, MetTel must provide CenturyTel with written documentation of authorization from that End User Customer within thirty (30) calendar days of notification by CenturyTel. If MetTel cannot provide written documentation of authorization within such time frame, MetTel must, within three (3) Business Days thereafter:

(a) direct CenturyTel to change the End User Customer back to the LEC providing service to the End User Customer before the change to MetTel was made;

(b) provide any End User Customer information and billing records MetTel has obtained relating to the End User Customer to the LEC previously serving the End User Customer; and

(c) notify the End User Customer and CenturyTel that the change back to the previous LEC has been made.

50.2 CenturyTel will bill MetTel fifty dollars (\$50.00) per affected line in lieu of any additional charge in order to compensate CenturyTel for switching the End User Customer back to the original LEC.

51.0 USE OF SERVICE

Each Party shall make commercially reasonable efforts to ensure that its End User Customers comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of services purchased by it under this Agreement.

52.0 WAIVER

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such

provisions, rights, remedies or options, and the same shall continue in full force and effect.

53.0 WITHDRAWAL OF SERVICES

Notwithstanding anything contained in this Agreement, except as otherwise required by Applicable Law, CenturyTel may terminate its offering and/or provision of any particular service offering covered by this Agreement upon at least thirty (30) calendar days prior written notice to MetTel, subject to any State Commission requirements.

ARTICLE IV: RESALE

1.0 TELECOMMUNICATIONS SERVICES PROVIDED FOR RESALE

- 1.1 This Article describes services that CenturyTel will make available to MetTel for resale. All services or offerings of CenturyTel, which are to be offered for resale pursuant to the Act, are subject to the terms and conditions herein, the applicable general terms and conditions in Articles II & III, and Applicable Law. CenturyTel shall make available to MetTel for resale any Telecommunications Services that CenturyTel currently offers, or may offer hereafter, on a retail basis to subscribers that are not Telecommunications Carriers, including such services as are made available by CenturyTel to its retail End User Customers via its applicable retail tariff (hereinafter, "resold services").
- 1.2 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if MetTel requests that facilities be constructed or enhanced to provide resold services, CenturyTel will construct facilities to the extent necessary to satisfy its obligations to provide basic Telephone Exchange Service as set forth in CenturyTel's retail Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings and Commission rules. Under such circumstances, CenturyTel will develop and provide to MetTel a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to CenturyTel retail End User Customers. If the quote is accepted by MetTel, MetTel will be billed the quoted price and construction will commence after receipt of payment.
- 1.3 Except as specifically provided otherwise in this Agreement, pre-ordering, ordering and provisioning of resold services shall be governed by the CenturyTel Service Guide.
- 1.4 CenturyTel and its suppliers shall retain all of their rights, title and interest in all facilities, equipment, software, information, and wiring, used to provide MetTel with resold services under this Agreement.
- 1.5 CenturyTel shall have access at all reasonable times to MetTel customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring, used to provide resold services under this Agreement. MetTel shall, at MetTel's expense, obtain any rights and/or authorizations necessary for such access.
- 1.6 Except as otherwise agreed to in writing by CenturyTel, CenturyTel shall not be responsible for the installation, inspection, repair, maintenance, or removal, of facilities, equipment, software, or wiring provided by MetTel or MetTel's End User Customers for use with any resold services.

2.0 GENERAL TERMS AND CONDITIONS FOR RESALE

- 2.1 Primary Local Exchange Carrier Selection. Both Parties shall apply the principles set forth in FCC Rules, 47 C.F.R. §§ 64.1100, et seq., to process End User selection of primary local exchange carriers. Neither Party shall require a written Letter of Authorization (LOA) in order to process the required service orders to effectuate the migration, but instead shall follow the Blanket LOA procedures set forth in Article 111, Section 31.
- 2.2 Customer-Initiated Change in Provider. The Parties shall comply with all applicable Commission rules regarding switching End User Customers from one telecommunications provider to another, including those rules governing initiating a challenge to a change in an End User Customer's local service provider.
 - 2.2.1 When an End User Customer changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User Customer's direction or the direction of the End User Customer's authorized agent.
- 2.3 End User Customers with An Unpaid Balance. If an End User Customer has an unpaid balance with CenturyTel will not process a MetTel service order for the End User Customer until the balance is paid, unless otherwise required by Applicable Law.
- 2.4 MetTel as Customer of Record. MetTel will be the customer of record for all services purchased from CenturyTel. Except as specified herein, CenturyTel will take orders from, bill and expect payment from MetTel for all services ordered.
- 2.5 Billing. CenturyTel shall not be responsible for the manner in which MetTel bills its End User Customers. All applicable rates and charges for services provided to MetTel or to MetTel's End User Customers under this Article will be billed directly to MetTel and shall be the responsibility of MetTel regardless of MetTel's ability to collect; including but not limited to toll and third-party charges unless MetTel has taken appropriate actions to restrict MetTel's End User Customers' ability to incur such charges.
- 2.6 Local Calling Detail. Except for those services and in those areas where measured rate local service is available to End User Customers, monthly billing to MetTel does not include local calling detail.
- 2.7 Originating Line Number Screening (COLNS). Upon request and when CenturyTel is technically able to provide and bill the service, CenturyTel will update the database to provide OLNS, which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

- 2.8 Timing of Messages. With respect to CenturyTel resold measured rate local service(s), where applicable, chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network.

3.0 PRICING

- 3.1 Calculation of the Resale Discount and the Resulting Resale Rate. The prices charged to MetTel for local services shall be calculated as follows:
- 3.1.1 As shown in Appendix: Resale Pricing ("Resale Appendix") of this Article, CenturyTel shall apply to the monthly retail rate of all Telecommunications Services made available for resale in this Article, except those services excluded from resale or from receiving the resale discount as set forth in this Article or Applicable Law. The terms "wholesale discount" and "resale discount," as used in this Article, are interchangeable.
- 3.1.2 The discount dollar amount calculated under Section 3.1.1 above will be deducted from the monthly retail rate of the Telecommunications Service.
- 3.1.3 The resulting rate is the monthly resale rate of the Telecommunications Service.
- 3.2 Promotions. CenturyTel shall make available for resale those promotional offerings that are greater than ninety (90) days in duration, and any special promotional rate will be subject to the applicable resale discount. CenturyTel shall make available for resale those promotional offerings that are less than ninety (90) days in duration; however, any special promotional rate will not be subject to and may not be used with the applicable resale discount. For promotional offerings that are less than ninety (90) days in duration, MetTel may choose either the promotion or the discount at its discretion. In all cases, in order to obtain a promotional offering, MetTel must qualify for the promotional offering under the stated terms of the offering and must request the offering at the time of order placement. MetTel shall not be eligible for any post-provisioning retroactive applicability of a promotional offering.
- 3.3 Resale of "As Is" Services. When a CenturyTel End User changes service providers to MetTel resold service of the same type without any additions or changes, the only applicable non-recurring charge shall be the LSR service order charge.
- 3.4 Resale with Changes in Services. If a MetTel End User Customer adds features or services when the End User Customer changes its resold local service from

CenturyTel or another CLEC to MetTel, CenturyTel will charge CLEC the normal LSR service order charges and/or non-recurring charges associated with said additions.

- 3.5 Nonrecurring Charges. The resale discount, as shown in the Resale Appendix of this Article, does not apply to non-recurring charges (NRCs), whether such NRCs are contained in this Agreement or in CenturyTel's applicable retail tariffs.

4.0 LIMITATIONS AND RESTRICTIONS ON RESALE

- 4.1 To the extent consistent with Applicable Law, MetTel may resell local services to provide Telecommunications Services to its End User Customers. In addition to the limitations and restrictions set forth in this Section 4, CenturyTel may impose other reasonable and non-discriminatory conditions or limitations on the resale of its Telecommunications Services to the extent permitted by Applicable Law.
- 4.2 Cross-Class Selling. MetTel shall not resell to one class of customers a service that is offered by CenturyTel only to a particular class of customers to classes of customers that are not eligible to subscribe to such services from CenturyTel (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).
- 4.3. Telephone Assistance Programs. MetTel shall not resell lifeline services, services for the disabled or other telephone assistance programs. Where MetTel desires to provide lifeline services, services for the disabled or similar telephone assistance programs to its customer, CenturyTel will resell the customer's line as a residential line (with applicable wholesale discount) and MetTel shall be responsible for re-certifying the line pursuant to Applicable Law and for participating in the lifeline, disabled services or telephone assistance discount pool without the assistance of CenturyTel. In no event shall CenturyTel be responsible for recovering or assisting in the recovery of lifeline, disabled services or telephone assistance program discounts on behalf of MetTel. MetTel is exclusively responsible for all aspects of any similar MetTel-offered program, including ensuring that any similar MetTel-offered program(s) complies with all applicable federal and State requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of MetTel's End User Customers or applicants are eligible to participate in such programs, submitting MetTel's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.
- 4.4 Promotional Offerings Lasting Less Than 90 Days. The resale discount does not apply to CenturyTel's promotional offerings where (i) such promotions involve rates that will be in effect for no more than ninety (90) days, and (ii) CenturyTel does not make such promotions available as sequential ninety (90)-day promotions. However, MetTel may resell CenturyTel promotional offerings that last less than ninety (90) days subject to the terms of Section 3.2 above.

- 4.5 Advanced Telecommunications Services Sold to ISPs. Advanced telecommunications services ("Advanced Services") sold to Internet Service Providers (ISPs) as an input component to the ISPs' retail Internet service offering shall not be available for resale by MetTel under the terms of this Agreement.
- 4.6 Customer-Specific Pricing Agreements. MetTel may purchase CenturyTel customer-specific service offerings for resale to any customer who would have been eligible to take such offering directly from CenturyTel. However, the resale discount does not apply to such offerings. Where MetTel and CenturyTel are competing at retail for the same customer, CenturyTel will calculate the retail price without unreasonable delay.
- 4.7 OS/DA. The resale discount shall not apply to Operator Services (OS) or Directory Assistance (DA) services provided to MetTel's End Users by CenturyTel's OS and DA vendors.
- 4.8 Special Access Services. MetTel may purchase for resale special access services; however, no resale discount applies.
- 4.9 COCOT Coin or Coinless Lines. MetTel may purchase for resale COCOT coin or coinless line services; however, no resale discount applies.
- 4.10 Grandfathered Services. Services identified in CenturyTel tariffs as grandfathered in any manner are available for resale only to End User Customers that already have such grandfathered service. An existing End User Customer may not move a grandfathered service to a new service location. If an End User's grandfathered service is terminated for any reason, such grandfathered service may not be reinstalled. Grandfathered services are subject to a resale discount, as provided in Section 3.1.
- 4.11 Universal Emergency Number Service. Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 service) is provided with each local Telephone Exchange Service line resold by MetTel whenever E911/911 service would be provided on the same line if provided by CenturyTel to a CenturyTel retail End User Customer.
- 4.12 Services provided for MetTel's Own Use. Telecommunications Services provided directly to MetTel for its own use or for the use of its subsidiaries and affiliates and not resold to MetTel's End User Customers must be identified by MetTel as such, and MetTel will pay CenturyTel's retail prices for such services.
- 4.13 MetTel shall not use resold local Telecommunications Services to provide access or interconnection services to itself, its subsidiaries and affiliates, Interexchange Carriers (IXCs), wireless carriers, competitive access providers (CAPs), or any other telecommunications providers; provided, however, that MetTel may permit its subscribers to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.

- 4.14 MetTel may resell services that are provided at a volume and/or term discount in accordance with the terms and conditions of the applicable Tariff. MetTel shall not permit the sharing of a service by multiple End User Customer(s) or the aggregation of traffic from multiple End User Customers' lines or locations onto a single service for any purpose, including but not limited to the purpose of qualifying for a volume and/or term discount. Likewise, MetTel shall not aggregate the resold services to individual End Users at multiple addresses to achieve any volume discount where such may be available pursuant to tariff or special promotion. Any volume and/or term discount shall be applied first to the retail price, and the resale discount shall be applied thereafter.

5.0 CHANGES IN RETAIL SERVICE

CenturyTel will notify MetTel, at the time a tariff is filed with the Commission, of any changes in the prices, terms and conditions under which CenturyTel offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers by posting such changes on CenturyTel's Website. Such changes may include, but not be limited to, the introduction of any new features, functions, services, promotions in excess of 90 days in duration, or the discontinuance or grandfathering of current features and services. Where MetTel has signed up for or subscribed to CenturyTel's email notification service, CenturyTel also shall provide notice to MetTel of such tariff changes by posting the same to CenturyTel's Website, with email notification of such postings.

6.0 REQUIREMENTS FOR CERTAIN SPECIFIC SERVICES

- 6.1 E911/911 Services. CenturyTel shall provide to MetTel, for MetTel End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). CenturyTel shall use its standard service order process to update and maintain the MetTel customer service information in the Automatic Location Identification/Database Management System (ALI/DMS) used to support 911 services on the same schedule that it uses for its own retail End User Customers. CenturyTel shall provide MetTel End User Customer information to the PSAP. MetTel shall update its End User's 911 information through the LSR process. CenturyTel assumes no liability for the accuracy of information provided by MetTel, and CenturyTel shall not be responsible for any failure of MetTel to provide accurate End User Customer information for listings in any databases in which CenturyTel is required to retain and/or maintain such information.

- 6.1.1 MetTel shall be responsible for collecting from its End User Customers and remitting all applicable 911 fees and surcharges, on a per line basis, to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges subject to applicable law.

- 6.2 Suspension of Service. MetTel may offer to resell End User Customer-Initiated Suspension and Restoral Service to its End User Customers if and to the extent offered by CenturyTel to its retail End Users.
- 6.2.1 MetTel may also provide CenturyTel-Initiated Suspension service for its own purposes, where available. CenturyTel shall make these services available at the retail rate less the resale discount on the monthly recurring charge only. No discount shall apply to non-recurring charges. MetTel shall be responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.
- 6.2.1.1 Should MetTel submit a requests for a disconnection of an end user service and subsequently request reconnection of the same end user service, the terms for suspension of service will apply.
- 6.2.1.2 Service order charges and any applicable tariff fees will apply to all temporary suspension and restoral requests made by MetTel including disconnection and subsequent reconnection requests for the same end user service.
- 6.2.2. Should MetTel suspend service for one of its End User Customers and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company-initiated suspension pursuant to the State-specific retail tariff, MetTel shall be charged and shall be responsible for all appropriate monthly services charges for the End User's service from the suspension date through the disconnection date pursuant to the State-specific retail tariff subject to the Commission-approved wholesale discount.
- 6.2.3 Should MetTel restore its End User, restoral charges will apply, and MetTel will be billed for the appropriate service from the time of suspension.
- 6.3 End User Retention of Telephone Number. When End User Customers switch from CenturyTel to MetTel, or to MetTel from any other reseller, and if they do not change their physical service address to an address served by a different Rate Center, such End User Customers shall be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Law or regulations for number administration and Number Portability (NP). Telephone numbers may not be retained if the physical service address is changed concurrent with the switch to a new provider nor may telephone numbers be retained after a switch to a new provider if the physical service address of the End User subsequently changes to one served by a different Rate Center.

7.0 PRE-ORDERING AND ORDERING

- 7.1 CenturyTel will provide pre-ordering and ordering services for resale services to MetTel consistent with the CenturyTel Service Guide.
- 7.2 LSR Process. Where no other electronic OSS interface is being utilized, LSRs shall be electronically sent by MetTel to CenturyTel via CenturyTel's Website (the "LSR process"). CenturyTel will enter the LSRs daily into its ordering system during normal working hours as specified in the CenturyTel Service Guide.
- 7.2.1 Multiple Working Telephone Numbers (WTN) may be included in one order provided the numbers are for the same customer at a specific location.
- 7.2.2 Upon work completion, CenturyTel will provide MetTel a Service Order Completion (SOC) notice via e-mail to MetTel's designated email address.
- 7.2.3 As soon as identified, CenturyTel will provide MetTel any reject error notifications e-mail to MetTel's designated email address.
- 7.2.4 CenturyTel will provide MetTel with a Jeopardy Notice when CenturyTel's Committed Due Date is in jeopardy of not being met by CenturyTel on any resale service via e-mail to MetTel's designated email address. On that Jeopardy Notice, CenturyTel shall provide the revised Committed Due Date.
- 7.3 Telephone Number Assignments. Where MetTel resells service to a new (not currently existing) end user, CenturyTel shall allow MetTel to place service orders and receive phone number assignments.
- 7.4 Maintenance. CenturyTel will provide repair and maintenance services to MetTel and its End User Customers for resold services in accordance with the terms set forth in Article VIII (Maintenance) of this Agreement, which are the same standards and charges used for such services provided to CenturyTel End User Customers. CenturyTel will not initiate a maintenance call or take action in response to a trouble report from a MetTel End User Customer until such time as trouble is reported to CenturyTel by MetTel. MetTel must provide to CenturyTel all End User Customer information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the CenturyTel Guide.
- 7.5 Line Loss Notification. CenturyTel will provide MetTel with an electronic line loss notification when a MetTel resale customer changes its local carrier.
- 7.6 MetTel as Single Point of Contact. CenturyTel will recognize MetTel as the single and sole point of contact for all MetTel End User Customers. MetTel will

provide CenturyTel with the names of authorized individuals that can remit or inquire about its LSRs.

- 7.7 Misdirected Calls. CenturyTel shall refer all questions received directly from MetTel End Users back to MetTel for handling.
- 7.8 Communications with Other Party's Customers or Prospective Customers. The Parties will ensure that all representatives who receive inquiries regarding the other Party's services shall not in any way disparage or discriminate against the other Party or that other Party's products and services. The Parties shall not solicit each others' End User Customers during such inquiries.
- 7.9 Intentionally left blank
- 7.10 Ordering and Provisioning Hours. CenturyTel will provide ordering and provisioning coordination for resale services Monday through Friday, during the business hours specified in the Service Guide, through its Resale Service Center. MetTel may request expedited provisioning or provisioning outside of the normal work day. However, MetTel agrees to pay any additional costs and/or non-recurring charges associated with expediting any resale service request as set forth in the attached Resale Appendix.
- 7.11 As-Is Transfers. CenturyTel will accept orders for As-Is Transfer (AIT) of services from CenturyTel to MetTel where CenturyTel is the End User Customer's current local exchange carrier.
- 7.12 Transfers Between MetTel and another Reseller of CenturyTel Services. When MetTel has obtained an End User Customer from another reseller of CenturyTel services, MetTel will inform CenturyTel of the transfer by submitting standard LSR forms to CenturyTel via the LSR process.

8.0 OTHER OPERATIONAL MATTERS

- 8.1 CenturyTel will provide provisioning intervals and procedures for design and complex services on a nondiscriminatory basis. Complex service orders charges pursuant to tariff terms may apply.
- 8.2 Where technically feasible, CenturyTel's ordering center will coordinate support for all designed and/or complex resale services provided to MetTel.
- 8.3 CenturyTel will provide the functionality of blocking calls (e.g., 900, 976, international calls, and third-party or collect calls) by line or trunk on an individual switching element basis, to the extent that CenturyTel provides such blocking capabilities to its End User Customers and to other CLECs, but only to the extent required by Applicable Law.

- 8.4 When ordering a resale service via an LSR service order, MetTel may order separate InterLATA and IntraLATA service providers {i.e., two PICs) on a line or trunk basis, and MetTel agrees to pay the applicable service order and PIC charges associated with such order. CenturyTel will accept PIC change orders for IntraLATA toll and long distance services through the service provisioning process.
- 8.5 CenturyTel's retail sales and marketing personnel will not have access to information regarding MetTel's requests for resold services or other competitively sensitive information.

9.0 ORDER DUE DATE

- 9.1 Order Due Date. When MetTel submits an LSR, MetTel will specify a desired Due Date (DDD) and CenturyTel will specify a due date (DD) based on the available dates within the applicable interval. Standard due date intervals shall be as set forth in the CenturyTel Service Guide.
- 9.2 Requests to Expedite. If expedited service is requested, MetTel will populate the "Expedite" and "Expedite Reason" fields on the LSR. CenturyTel will use commercially reasonable efforts to accommodate the request, however, CenturyTel reserves the right to refuse an expedite request if resources are not available. If an expedite request is granted, applicable expedite service order charges, as set forth in the Resale Appendix, will apply.
- 9.3 Escalation Procedures and Dispute Resolution. MetTel will follow the documented escalation process for resolving questions and disputes relating to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions set forth in Article III of this Agreement. The CenturyTel Service Guide documents the escalation process.

10.0 REPAIR AND MAINTENANCE REQUIREMENTS

CenturyTel will provide repair and maintenance services for all resale services in accordance with the terms and conditions of this Article and Article VIII (Maintenance).

11.0 DESIGNED AND/OR COMPLEX NEW CIRCUIT TESTING

- 11.1 CenturyTel will perform testing (including trouble shooting to isolate any problems) of resale services purchased by MetTel in order to identify any new circuit failure performance problems. Each Party will utilize CenturyTel's routine maintenance procedures for isolating and reporting troubles.
- 11.2 Where available, CenturyTel will perform pre-testing in support of complex resale services ordered by MetTel.

12.0 ACCESS CHARGES

CenturyTel retains all revenue due from other carriers for access to CenturyTel's facilities, including both switched and special access charges. CenturyTel retains all switched access revenues when providing switched access services for MetTel's retail End User Customers served via resale. When MetTel resells special access to its end user customers, CenturyTel is not entitled to any special access revenues from MetTel's End User Customers.

13.0 RESALE OF MetTelPS TELECOMMUNICATIONS SERVICES

While this Article addresses the provision of certain CenturyTel services to MetTel for resale by MetTel, the Parties also acknowledge that MetTel is required pursuant to 47 U.S.C. § 251(b) to provide its Telecommunications Services to CenturyTel for resale by CenturyTel. Upon request by CenturyTel, MetTel and CenturyTel shall negotiate an amendment to provide for resale of MetTel's Telecommunications Services under terms and conditions that are no less favorable than those offered by CenturyTel to MetTel under this Agreement.

ARTICLE V: MAINTENANCE

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyTel will provide maintenance and repair services for all resold services. Unbundled Network Elements and Interconnection Facilities and trunks provided by CenturyTel under this Agreement. Such maintenance and repair services provided to MetTel shall be at parity with services provided to CenturyTel's own customers and equal in quality to that which CenturyTel provides to itself, any subsidiary, Affiliate or third party. To the extent CenturyTel provides maintenance and/or repair services to MetTel's End User Customers, such services shall be equal in quality to that which CenturyTel provides to its own End User Customers. CenturyTel agrees to respond to MetTel trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail End User Customers or to any other similarly initiated Telecommunications Carrier. Notwithstanding anything else in this Agreement, CenturyTel shall be required to provide maintenance and/or repair to MetTel and/or MetTel's End User Customers only to the extent required by Applicable Law.

2.0 MAINTENANCE & REPAIR PROCEDURES

- 2.1 CenturyTel shall not respond to maintenance and/or repair calls directly from MetTel's End User Customers. MetTel shall initiate any and all maintenance and/or repair calls to CenturyTel on behalf of MetTel's End User Customers.
- 2.2 CenturyTel will provide a single point of contact (SPOC) for all of MetTel's maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall be set forth in the CenturyTel Service Guide.
- 2.3 On a reciprocal basis, MetTel will provide CenturyTel with an SPOC for all maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week.
- 2.4 MetTel agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the CenturyTel Service Guide. Before contacting CenturyTel's Trouble Maintenance Center (CTMC), MetTel must first conduct trouble isolation to ensure that the trouble does not originate from MetTel's own equipment or network or the equipment of MetTel's customer.
- 2.5 If (a) MetTel reports to CenturyTel a customer trouble, (b) MetTel requests a dispatch, (c) CenturyTel dispatches a technician, and (d) such trouble was not caused by CenturyTel's facilities or equipment in whole or in part, then MetTel shall pay CenturyTel a charge set forth in CenturyTel's local tariff for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by MetTel is not available at the appointed time. MetTel accepts responsibility for initial trouble isolation and providing

CenturyTel with appropriate dispatch information based on its test results. If, as the result of MetTel instructions, CenturyTel is erroneously requested to dispatch to a site on CenturyTel's company premises ("dispatch in"), a charge set forth in CenturyTel's local tariff will be assessed per occurrence to MetTel by CenturyTel. If as the result of MetTel's instructions, CenturyTel is erroneously requested to dispatch to a site outside of CenturyTel's company premises ("dispatch out"), a charge set forth in CenturyTel's local tariff will be assessed per occurrence to MetTel by CenturyTel.

2.5.1 Should no charges applicable to Section 2.5 above be documented in CenturyTel's local tariff, then CenturyTel shall determine Time and Materials charges pursuant to Article XI.

2.6 For purposes of this Article, services, facilities and equipment provided to MetTel through resold service will be considered restored, or a trouble resolved, when the quality of the resold service is equal to that provided before the outage or the trouble occurred.

3.0 ESCALATION PROCEDURES

3.1 CenturyTel will provide MetTel with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion. The escalation procedures to be provided hereunder shall include names and telephone numbers of CenturyTel management personnel who are responsible for maintenance and/or repair issues. These escalation procedures and contact information are set forth in the CenturyTel Service Guide.

3.2 On a reciprocal basis, MetTel will provide CenturyTel with contact and escalation information for coordination of all maintenance and repair issues.

4.0 EMERGENCY RESTORATION

4.1 MetTel may contact CenturyTel in order to discuss activities involving the Central Office and inter-office network that may impact MetTel End User Customers.

4.1.1 CenturyTel will establish an SPOC to provide MetTel with information relating to the status of restoration efforts and problem resolution during any restoration process.

4.1.2 CenturyTel shall establish methods and procedures for reprovisioning of all resold services after initial restoration. CenturyTel agrees that Telecommunications Service Priority ("TSP") services for MetTel carry equal priority with CenturyTel TSP services for restoration. CenturyTel will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for

restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

5.0 MISDIRECTED REPAIR CALLS

- 5.1 For misdirected repair calls, the Parties will provide their respective repair bureau contact number(s) to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 5.2 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 User Customers or to market services.

6.0 PREMISES VISIT PROCEDURES

- 6.1 CenturyTel Maintenance of Service Charges, when applicable, will be billed by CenturyTel to MetTel, and not to MetTel's End User Customers.
- 6.2 Dispatching of CenturyTel's technicians to MetTel's End User Customers' premises shall be accomplished by CenturyTel pursuant to a request received from MetTel.
- 6.3 Except as otherwise provided in this Agreement, in those instances in which CenturyTel personnel are required pursuant to this Agreement to interface directly with MetTel's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall inform the customer, if asked, that he or she is there acting on behalf of the customer's local service provider. In these situations, any written "leave behind" materials that CenturyTel technicians provide to MetTel's customer will be non-branded materials that does not identify the work being performed as being performed by CenturyTel. CenturyTel will not rebrand its vehicles and personnel.
- 6.4 If a trouble cannot be cleared without access to MetTel's local service customer's premises and the customer is not at home, the CenturyTel technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call MetTel for rescheduling of the repair.

7.0 INTENTIONALLY LEFT BLANK

8.0 PRICING

- 8.1 Rates and charges for the relevant services provided under this Article are included in Article VII (Pricing), and such rates and charges shall apply.

ARTICLE VI: ACCESS TO OPERATIONS SUPPORT SYSTEMS ("OSS")

1.0 INTENTION OF THE PARTIES

- 1.1 It is the Parties' intent that this Article shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyTel and MetTel with regard to access to, use of services provided by, or information obtained pursuant to the CenturyTel Operations Support Systems that are described within the various articles of the Resale Agreement and/or the CenturyTel Service Guide.
- 1.2 This Article sets forth terms and conditions for access to Operations Support Systems (OSS) functions to support the resale services provided under this Agreement so that MetTel can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing information and services from CenturyTel.

2.0 DEFINITIONS

- 2.1 CenturyTel Operations Support Systems: CenturyTel systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.
- 2.2 CenturyTel OSS Services: Access to CenturyTel Operations Support Systems functions. The term "CenturyTel OSS Services" includes, but is not limited to: (a) CenturyTel's provision of MetTel Usage Information to MetTel pursuant to Sections 2.8 and 9.0 below; (b) CenturyTel's provision of MetTel Billing Information to MetTel pursuant to Sections 2.9 and 10.0 below; and (c) "CenturyTel OSS Information," as defined in Section 2.4 below.
- 2.3 CenturyTel OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyTel to provide CenturyTel OSS Services or CenturyTel Pre-OSS Services to MetTel.
- 2.4 CenturyTel OSS Information: The term "CenturyTel OSS Information" includes, but is not limited to: (a) any Customer Information related to a MetTel customer accessed by, or disclosed or provided to, MetTel through or as a part of CenturyTel OSS Services or CenturyTel Pre-OSS Services; (b) any MetTel Usage Information (as defined in Section 2.8 below); and (c) any MetTel Billing Information (as defined in Section 2.9 below) accessed by, or disclosed or provided to, MetTel.
- 2.5 CenturyTel Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyTel OSS Service and that CenturyTel offers to provide to MetTel prior to, or in lieu of, CenturyTel's provision of the CenturyTel OSS Service to MetTel. The term "CenturyTel Pre-OSS Services" includes, but is not limited to, the activity of placing orders for CenturyTel Retail Telecommunications Services or Access Service Requests through a telephone facsimile, electronic mail, or Web graphical user interface ("Web GUI") communication.
- 2.6 CenturyTel Retail Telecommunications Service: Any Telecommunications Service that CenturyTel provides at retail to subscribers that are not

Telecommunications Carriers. The term "CenturyTel Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyTel.

- 2.7 Customer Information: Customer Proprietary Network Information ("CPNI") of a customer as defined in Section 222 of the Act, 47 U.S.C. § 222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.
- 2.8 MetTel Usage Information: The usage information for a CenturyTel Retail Telecommunications Service purchased by MetTel under this Agreement that CenturyTel would record if CenturyTel was furnishing such CenturyTel Retail Telecommunications Service to a CenturyTel retail End User Customer.
- 2.9 MetTel Billing Information: The billing information for a CenturyTel Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)) purchased by MetTel under this Agreement that CenturyTel would provide if CenturyTel was furnishing such services or facilities to a CenturyTel customer.

3.0 SERVICE PARITY AND STANDARDS

Notwithstanding anything in this Agreement to the contrary, CenturyTel shall meet any service standard imposed by the FCC or by the Commission for any local services provided by CenturyTel to MetTel for resale or use in the provision of Telecommunications Services.

4.0 FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES

If CenturyTel makes enhancements to the existing CenturyTel OSS Facilities or implements real-time automated electronic interfaces at some future date, the Parties agree that: (a) to the extent practicable, MetTel will use such interfaces to obtain CenturyTel OSS Services; and (b) CenturyTel may at its option discontinue any CenturyTel OSS Facilities that the enhanced facilities have been designed to replace.

5.0 NOTICES

Unless otherwise specifically provided elsewhere in this Agreement, notices required under this Article shall be provided pursuant to Article III, Section 34.

6.0 CENTURYTEL OSS SERVICES

- 6.1 Upon request by MetTel, CenturyTel shall provide to MetTel, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyTel Pre-OSS Services, or at CenturyTel's option, access to CenturyTel OSS Services. CenturyTel shall not be required to provide MetTel access to CenturyTel OSS Services if such are not available and CenturyTel provides MetTel access to applicable CenturyTel Pre-OSS Services.
- 6.2 Subject to the requirements of Applicable Law, CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS

Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services that will be offered by CenturyTel, shall be as determined by CenturyTel. Subject to the requirements of Applicable Law, CenturyTel shall have the right to change CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services, from time-to-time, without the consent of MetTel.

- 6.3 Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyTel Service Guide. The standard service order charges set forth pursuant to this agreement shall apply to all orders placed via OSS or pre-OSS services.

7.0 ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES

- 7.1 CenturyTel OSS Facilities may be accessed and used by MetTel only for MetTel's access to and use of CenturyTel Pre-OSS Services or CenturyTel OSS Services pursuant to and in accordance with this Agreement.
- 7.2 CenturyTel OSS Facilities may be accessed and used by MetTel only to provide Telecommunications Services to MetTel End User Customers in the State.
- 7.3 MetTel shall restrict access to and use of CenturyTel OSS Facilities to MetTel. MetTel shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except MetTel's employees, agents, and contractors, in accordance with Section 7.7 below), to access or use CenturyTel OSS Facilities.
- 7.4 MetTel shall not (a) alter, modify or damage the CenturyTel OSS Facilities (including, but not limited to, CenturyTel software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyTel OSS Facilities; (c) use CenturyTel OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or third-party Intellectual Property rights; (d) allow any use of or access to CenturyTel OSS Facilities by any unauthorized person; or (e) obtain access through CenturyTel OSS Facilities to CenturyTel databases, facilities, equipment, software, or systems, which are not authorized for MetTel's use under this Section 7.0.
- 7.5 MetTel shall comply with all practices and procedures established by CenturyTel for access to and use of CenturyTel OSS Facilities (including, but not limited to, CenturyTel practices and procedures with regard to security and use of access and user identification codes).
- 7.6 All practices and procedures for access to and use of CenturyTel OSS Facilities, and all access and user identification codes for CenturyTel OSS Facilities: (a) shall remain the property of CenturyTel; (b) shall be used by MetTel only in connection with MetTel's use of CenturyTel OSS Facilities permitted by this Section 7.0; (c) shall be treated by MetTel as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement; and, (d) shall

be destroyed or returned by MetTel to CenturyTel upon the earlier of a request by CenturyTel or the expiration or termination of the Agreement.

- 7.7 MetTel's employees, agents and contractors may access and use CenturyTel OSS Facilities only to the extent necessary for MetTel's access to and use of the CenturyTel OSS Facilities permitted by this Agreement. Any access to or use of CenturyTel OSS Facilities by MetTel's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. MetTel shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Facilities.
- 7.8 CenturyTel will provide MetTel with access to the CenturyTel Pre-OSS Services and CenturyTel OSS Facilities during the same hours of operation that apply to CenturyTel's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyTel shall provide support during Retail Operations Hours sufficient to provide MetTel with service at the same level provided to CenturyTel's own retail operations.

8.0 CENTURYTEL OSS INFORMATION

- 8.1 Subject to the provisions of this Agreement and Applicable Law, MetTel shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyTel OSS Information during the term of this Agreement, for MetTel's internal use for the provision of Telecommunications Services to MetTel End User Customers in the State.
- 8.2 All CenturyTel OSS Information shall at all times remain the property of CenturyTel. Except as expressly stated in this Article, MetTel shall acquire no rights in or to any CenturyTel OSS Information. CenturyTel reserves all rights not expressly granted herein.
- 8.2.1 MetTel shall treat CenturyTel OSS Information as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement.
- 8.2.2 MetTel shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except MetTel's employees, agents or contractors, in accordance with Section 8.2.3 below), to access, use or disclose CenturyTel OSS Information, except as provided in Section 8.2.3 below.
- 8.2.3 MetTel's employees, agents and contractors may access, use and disclose CenturyTel OSS Information only to the extent necessary for MetTel's access to, and use and disclosure of, CenturyTel OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyTel OSS Information by MetTel's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement

and Sections 8.2.1 and 8.2.2 above. MetTel shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Information.

8.2.4 MetTel's right to use CenturyTel OSS Information shall expire upon the earliest of: (a) termination of such right in accordance with this Article; or (b) expiration or termination of the Agreement.

8.2.5 All CenturyTel OSS Information received by MetTel shall be destroyed or returned by MetTel to CenturyTel, upon expiration, suspension or termination of the right to use such CenturyTel OSS Information.

8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article (including, but not limited to, Article 111, Sections 2.0 and 9.0 of the Agreement and Section 11.1 below), MetTel's access to CenturyTel OSS Information through CenturyTel OSS Services shall terminate upon the expiration or termination of the Agreement.

8.3.1 CenturyTel shall have the right (but not the obligation) to audit MetTel to ascertain whether MetTel is complying with the requirements of Applicable Law and this Agreement with regard to MetTel's access to, and use and disclosure of, CenturyTel OSS Information.

8.3.2 Without in any way limiting any other rights CenturyTel may have under the Agreement or Applicable Law, CenturyTel shall have the right (but not the obligation) to monitor MetTel's access to and use of CenturyTel OSS Information which is made available by CenturyTel to MetTel pursuant to this Agreement, to ascertain whether MetTel is complying with the requirements of Applicable Law and this Agreement, with regard to MetTel's access to, and use and disclosure of, such CenturyTel OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor MetTel's access to and use of CenturyTel OSS Information which is made available by CenturyTel to MetTel through CenturyTel OSS Facilities.

8.3.4 Information obtained by CenturyTel pursuant to this Section 8.0 shall be treated by CenturyTel as Confidential Information of MetTel pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyTel shall have the right (but not the obligation) to use and disclose information obtained by CenturyTel pursuant to this Article to enforce CenturyTel's rights under the Agreement or Applicable Law.

8.4 Customer Proprietary Network Information (CPNI).

8.4.1 MetTel will not access CenturyTel's pre-order functions to view CPNI of another carrier's customer unless MetTel has obtained an authorization for release of CPNI from the customer. MetTel will not be required to provide CenturyTel with individual written Letter(s) of Authorization prior to accessing CPNI information but will be required to provide and operate under a Blanket Letter of Authorization that includes appropriate

certifications and restrictions as to the ability to access and use CPNI consistent with applicable law. The template for a valid Blanket Letter of Authorization can be found in the CenturyTel Service Guide.

- 8.4.2 MetTel must maintain records of individual End User Customers' authorizations for change in local Telephone Exchange Service and/or release of CPNI, which adhere to all requirements of State and federal law.
- 8.4.3 MetTel is solely responsible for determining whether proper authorization has been obtained. MetTel shall indemnify, defend, and hold CenturyTel and other applicable indemnified persons harmless pursuant to Article III, Section 30 from any Claim arising out of or relating to MetTel's failure to obtain proper CPNI consent from a customer.
- 8.4.4 MetTel understand that any OSS access to obtain CPNI that is made without prior customer permission to access the information or for MetTel to become the customer's service provider shall be both a violation of Applicable Law and a material breach of this agreement. MetTel agrees to provide proof of customer permission retained pursuant to Section 8.4.2 if a CenturyTel audit pursuant to Section 8.3 shows evidence of possible violation of Section 8.4.1 and Applicable Law.

8.5 Date Validation Files.

- 8.5.1 Upon request, CenturyTel will provide MetTel with any of the following Data Validation Files via, at CenturyTel's option, CD-ROM, downloadable, email, or other electronic format:
 - 8.5.1.1 SAG (Street Address Guide)
 - 8.5.1.2 Feature/Service Availability by Switch
 - 8.5.1.3 Directory Names
 - 8.5.1.4 Class of Service Codes
 - 8.5.1.5 Community Names
 - 8.5.1.6 Yellow Page Headings
 - 8.5.1.7 PIC/LPIC (InterLATA/IntraLATA)
- 8.5.2 MetTel may obtain a Data Validation File not more than once per quarter.

- 8.6 Subject to Article III, Section 27, CenturyTel will provide MetTel with online access to documentation and user manuals that set forth the methods and procedures MetTel must use in order to utilize the CenturyTel Pre-OSS Services or CenturyTel OSS Facilities, including the existing CenturyTel Pre-OSS Systems, and all enhancements, improvements and changes implemented by CenturyTel. MetTel agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyTel Pre-OSS Services of CenturyTel OSS Facilities in accordance with

this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

9.0 MetTel USAGE INFORMATION

- 9.1 MetTel Usage Information will be available to MetTel through the following:
 - 9.1.1 Daily Usage File through FTP or Connect:Direct.
 - 9.1.2 MetTel Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.
- 9.2 Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyTel.
- 9.3 Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, MetTel Usage Information will be provided to MetTel shall be determined by CenturyTel.

10.0 MetTel BILLING INFORMATION

- 10.1 MetTel Billing Information will be available to MetTel through the following means:
 - 10.1.1 Monthly Web GUI Online through MyAccount;
 - 10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP; or
 - 10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.
- 10.2 To the extent that MetTel Billing Information is not available by one of the means set forth in Section 10.1, CenturyTel may provide it in paper or other format.

11.0 LIABILITIES AND REMEDIES

- 11.1 If MetTel or an employee, agent or contractor of MetTel at any time breaches a provision of Sections 7.0 or 8.0 above and such breach continues after notice thereof from CenturyTel, then, except as otherwise required by Applicable Law, CenturyTel shall have the right, upon notice to MetTel, to suspend or terminate the right to use CenturyTel OSS Information granted by Section 8.1 above and/or the provision of CenturyTel OSS Services, in whole or in part.
- 11.2 MetTel agrees that CenturyTel would be irreparably injured by a breach of this Article by MetTel or the employees, agents or contractors of MetTel, and that CenturyTel shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 11.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

11.3 Any breach of any provision of this Article by any employee, agent, or contractor of MetTel shall be deemed a breach by MetTel.

12.0 RELATION TO APPLICABLE LAW

The provisions of this Article shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by CenturyTel of any right with regard to protection of the confidentiality of the information of CenturyTel or CenturyTel customers provided by Applicable Law.

13.0 COOPERATION

MetTel, at MetTel's expense, shall reasonably cooperate with CenturyTel in using CenturyTel OSS Services or CenturyTel Pre-OSS Services. Such cooperation shall include, but not be limited to, the following:

13.1 Intentionally Left Blank

13.2 MetTel shall reasonably cooperate with CenturyTel in submitting orders for CenturyTel Telecommunications Services and otherwise using the CenturyTel OSS Services or CenturyTel Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyTel OSS Services or CenturyTel Pre-OSS Services.

13.3 Upon CenturyTel's request, MetTel shall participate in reasonable cooperative testing of CenturyTel OSS Services or CenturyTel Pre-OSS Services and shall provide reasonable assistance to CenturyTel in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyTel OSS Services or CenturyTel Pre-OSS Services.

14.0 CENTURYTEL ACCESS TO INFORMATION RELATED TO MetTel CUSTOMERS

14.1 CenturyTel shall have the right to access, use and disclose information related to MetTel End User Customers that is in CenturyTel's possession (including, but not limited to, in CenturyTel OSS Facilities) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyTel's rights, or is authorized by the MetTel customer in the manner required by Applicable Law.

14.2 Upon request by CenturyTel, MetTel shall negotiate in good faith and enter into a contract with CenturyTel, pursuant to which CenturyTel may obtain access to MetTel's operations support systems (including, type of access to allow CenturyTel access to systems/ information required for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit CenturyTel to obtain information related to MetTel End User Customers (as authorized by the applicable MetTel customer), to permit End User Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

15.0 CENTURYTEL PRE-OSS SERVICES

- 15.1 Subject to the requirements of Applicable Law, the CenturyTel Pre-OSS Services that will be offered by CenturyTel shall be as determined by CenturyTel, and CenturyTel shall have the right to change CenturyTel Pre-OSS Services, from time-to-time, without the consent of MetTel, upon 60 days written notice.
- 15.1.1 MetTel shall use the CenturyTel Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders. If the Web GUI is not functioning at the time MetTel desires to place a request for a CSR or an LSR, MetTel may submit its request or order by means of electronic mail or facsimile.
- 15.1.2 MetTel shall place Access Service Requests ("ASRs") at its option by means of facsimile, email, or other electronic means CenturyTel may provide such as its web-based ASR ordering system.
- 15.1.3 MetTel shall use a CenturyTel-provided 1-800 number for all trouble ticket and maintenance issues.
- 15.2 This Section 15.2 shall apply except where Article III, Section 27, applies. CenturyTel is entitled to recover the costs of providing access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, or CenturyTel OSS Facilities, or other means. CenturyTel shall recover its costs of creating, implementing, or maintaining access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, or CenturyTel OSS Facilities or other means from MetTel and other users of such services or facilities in a competitively neutral manner. CenturyTel's prices for CenturyTel Pre-OSS Services or other access to CenturyTel Operations Support Systems, or other methods of recovery of the cost of providing interim or permanent access to the CenturyTel Operations Support Systems via the CenturyTel OSS Services, CenturyTel Pre-OSS Services, CenturyTel OSS Facilities, or other means shall be as determined by the Commission upon CenturyTel's submission in accordance with Applicable Law.
- 15.3 Any obligation imposed on MetTel hereunder with respect to CenturyTel OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyTel Pre-OSS Services.
- 15.4 MetTel acknowledges that the CenturyTel OSS Information is subject to change from time to time.

16.0 CANCELLATIONS

CenturyTel may cancel orders for service request held in a pending status that have had no activity within thirty-one (31) consecutive calendar days after the original service date.

ARTICLE VII: PRICING

1.0 RESALE PRICING

The wholesale discount applicable to Local Service Resale shall be 12.55%.

Non-Recurring Charges (NRCs) for Resale Services

NRCs, other than those for Pre-ordering and Custom Handling specifically listed in this Appendix, will be charged from the appropriate retail tariff.

Pre-ordering Non-recurring Charges (NRCs)

CLEC Account Establishment Per CenturyTel affiliate	\$273.09
Customer Record Search Per Account	\$ 11.69

<u>Service Order Charge all for all LSRs</u>	Local Tariff Initial Service Order Charge for Business Customers
--	---

<u>Complex Service Order Charges</u>	Applicable Tariff Rate
--------------------------------------	---------------------------

Custom Handling (NRCs)

Service Order Expedite:	\$150.00
Dispatch Charge	Applicable Tariff Rate

Usage File Charges

Message Provisioning, per message	.000684
-----------------------------------	---------

Application of NRCs

Pre-ordering:

"CLEC Account Establishment" is a one-time charge applied the first time that MetTel orders any service from a CenturyTel affiliate.

"Customer Record Search" applies when MetTel requests a summary of the services currently subscribed to by the End User Customer.

"Service Order Charge" all for all LSRs will be applicable when submitting a Local Service Request (LSR) for any reason. The Service Order Charge covers the administrative order processing costs and is not associated with the recovery of any technical or materials costs that may be recovered through other charges. CenturyTel will bill the service order charge for an LSR or suspension of service request regardless if the LSR is later supplemented, clarified, or cancelled. The receiving Party will also bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR, consistent with CenturyTel's filed tariff rates for Primary and Secondary Service Order Charges, i.e., initial service order charged at Primary rate and subsequent service orders for supplements, clarifications or cancellations charged at Secondary rate.

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

"Service Order Expedite" applies if MetTel requests service prior to the standard due date intervals.

SIGNATURE PAGE

Metropolitan Telecommunications
of Wisconsin, Inc. d/b/a MetTel

CenturyTel of Midwest-Wisconsin, LLC

Signature:  _____

Signature:  _____

Title: President

Title: Director - Contract Negotiations

Printed Name: David Aronow

Printed Name: Michael R. Hunsucker

Date:  _____

Date: 10-11-06