May 27, 2010

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: Traffic Exchange Agreement between CenturyTel of the Midwest-Wisconsin, LLC, dba CenturyLink and MCC Telephony of the Midwest, LLC.

Dear Ms. Paske:

The Traffic Exchange Agreement referenced above is a new agreement between the above mentioned parties. The termination date of the attached agreement is April 25, 2012. If neither Party elects to terminate this Agreement as of that date, this Agreement shall continue on a month-to-month basis unless and until cancelled or terminated as provided for in this Agreement.

CenturyLink hereby files the above referenced Traffic Exchange Agreement pursuant to 47 USC § 252 of the Act.

I have been authorized by MCC Telephone of the Midwest, LLC, to submit the enclosed Traffic Exchange Agreement for Commission approval pursuant to 47 USC § 252(e).

I hereby certify that a copy of this filing has been served on MCC Telephony of the Midwest LLC as follows:

To: MCC Telephony of the Midwest, LLC:
Attention: Denise N. Smith
Kelley Drye & Warren, LLP
3050 K Street NW
Washington, DC 20007-5108

If you have any questions, please contact me at (334) 263-2736.

Sincerely,

Cathy J. Quinn /s/
Regional Manager- Carrier Relations

CC: dsmith@kelleydrye.com

TRAFFIC EXCHANGE AGREEMENT

By and between

CENTURYTEL OF THE MIDWEST- WISCONSIN, LLC D/B/A CENTURYLINK

AND

MCC TELEPHONY OF THE MIDWEST,LLC

FOR THE STATE OF
WISCONSIN

EFFECTIVE: April 25, 2010
END DATE : April 25, 2012

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AGREEMENT

PREFACE & RECITALS

This Traffic Exchange Agreement (the "Agreement"), is by and between CenturyTel of the Midwest- Wisconsin, LLC d/b/a CenturyLink with its address for purposes of this Agreement at 100 CenturyLink Drive, Monroe, Louisiana 71203 ("CenturyLink"), and MCC Telephony of the Midwest, LLC, in its capacity as a certified provider of local wireline Telecommunications Service ("MCC"), with its address for this Agreement at 100 Crystal Run Road, Middletown, NY 10941. (CenturyLink and MCC 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, interconnection between Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks and access to their poles, ducts, conduits and rights-of-way;

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, CenturyLink and MCC hereby covenant and agree as follows:

ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1.0 PURPOSE OF THE AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of Local Traffic between their respective End User Customers, and for providing reciprocal access to poles, ducts, conduits and rights-of-way. 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 CenturyLink's rates and cost recovery that may be covered in this Agreement. MCC agrees to accept these terms and conditions with CenturyLink based on this Agreement as reciprocal where applicable.

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 CenturyLink's provision of services and/or facilities to MCC, such terms are intended to apply only to the extent required by Applicable Law.

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

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:	Interconnection & Transport & Termination of Traffic (Interconnection)
Article V:	Maintenance
Article VI:	Additional Services (NP; Access to Poles, Ducts, Conduit & ROWs; 911/E911; Directory Service & Distribution)
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 CenturyLink to MCC.

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 **Access Service Request (ASR)**

The Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to add, establish, change or disconnect services or trunks for the purpose of providing Interconnection special access and Switched Access Services.

2.2 **Access Tandem Switch**

A Local Exchange Carrier (LEC) switching system that is used to connect and switch trunk circuits between and among the LEC's Central Office network and Interexchange Carriers' networks.

2.3 **"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.*

2.4 **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.

2.5 **Affiliate**

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

2.6 **Alternate Tandem Provider**

A third-party Tandem Provider.

2.7 **Answer Supervision**

An off-hook supervisory signal.

2.8 **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.

2.9 Intentionally left blank.

2.10 **Automated Message Accounting (AMA)**

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

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

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes, special

information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records.

2.12 **"Bill-and-Keep" or "Bill-and-Keep Arrangement"**

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic and ISP-Bound Traffic that qualifies for Bill-and-Keep treatment under this Agreement. Under a Bill-and-Keep Arrangement, a Party terminates such traffic originating from End Users of the other Party without explicitly charging the originating Party.

2.13 **Bill Date**

The effective date for which a CenturyLink 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.

2.14 **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.

2.15 **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 CenturyLink is officially closed for business and except as otherwise specifically stated or provided for in other documentation incorporated into this agreement.

2.16 **Carrier Identification Code (CIC)**

Four-digit numbers used by End User Customers to reach the services of Interexchange Carriers (IXCs).

2.17 **Central Office (CO)**

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

2.18 **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).

2.19 **CenturyLink Operating Company (CTOC) or CenturyLink**

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

2.20 **CenturyLink Service Guide**

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

2.21 **Certificate of Operating Authority**

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

2.22 **CLEC Profile**

A CenturyLink form required to be completed and submitted to CenturyLink by any Telecommunications Carrier requesting to interconnect or exchange traffic with CenturyLink's network or the ability to initiate any order submission to CenturyLink. Among other things, a Telecommunication Carrier is required to provide CenturyLink, on the CLEC Profile, the following: its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA).

2.23 **CLLI Codes**

Common Language Location Identifier Codes.

2.24 **Commission**

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

2.25 **Common Channel Signaling (CCS)**

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

2.26 **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.

2.27 **Contract Year**

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

2.28 **Conversation Time**

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

2.29 **Dedicated Transport**

A transmission path between one of CenturyLink's Wire Centers or switches and another of CenturyLink's Wire Centers or switches within the same LATA and State.

2.30 **Disconnect Supervision**

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

2.31 **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.

2.32 **DS-1**

A service having a total digital signal speed of 1.544 Mbps.

2.33 **DS1 Dedicated Transport**

CenturyLink interoffice transmission facilities that have a total digital signal speed of 1.544 Mbps and are dedicated to a particular customer or carrier.

2.34 **DS-3**

A service having a total digital signal speed of 44.736 Mbps.

2.35 **DS3 Dedicated Transport**

CenturyLink interoffice transmission facilities that have a total digital signal speed of 44.736 Mbps and are dedicated to a particular customer or carrier.

2.36 **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.

2.37 **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 except that the initiation of a new MCC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. 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.

2.38 **Electronic File Transfer (EFT)**

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

2.39 **End Office**

The telephone company office from which the End User receives exchange service.

2.40 **End Office Switch**

A switching machine that directly terminates traffic to and receives traffic from End Users purchasing local Telephone Exchange Service. A PBX is not considered an End Office Switch.

2.41 "**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.

2.42 **Enhanced Service Provider (ESP)**

A provider of enhanced services as those services are defined in 47 C.F.R. § 64.702. An Internet Service Provider (ISP) is an Enhanced Service Provider.

2.43 **Entrance Facility**

Special Access circuit(s) that connects CenturyLink's network and MCC's network or the location of MCC's equipment. For example, an Entrance Facility is transmission facility that provides telecommunications between CenturyLink's switches or Wire Centers and MCC's switches, Wire Centers or equipment locations.

2.44 **Exchange Access**

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

2.45 **Exchange Message Interface (EMI)**

An Exchange Message Interface is the standard used for the exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement, and study data. An Exchange Message Interface (EMI) was formerly known as an Exchange Message Record (EMR).

2.46 **Intentionally left blank.**

2.47 **Facility**

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

2.48 **FCC**

The Federal Communications Commission.

2.49 **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).

2.50 **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).

2.51 **Indirect Network Connection**

A method of Interconnection for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected.

2.52 **Information Access**

Specialized exchange telecommunications services provisioned by a Telecommunications Carrier in an exchange area in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of an Information Service Provider for the provision of an Information Service.

2.53 **Information Access Traffic**

Traffic delivered to or from an Information Service Provider for the provision of Information Service.

2.54 **Information Service Provider**

A provider of Information Service, as that term is defined in 47 U.S.C. § 153(20). Information Service Provider includes, but is not limited to, Internet Service Provider (ISP).

2.55 **Intentionally left blank**

2.56 **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 reissuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptions, 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).

2.57 **Intellectual Property Claim**

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

2.58 **Interconnection**

"Interconnection" shall have the meaning set forth in 47 U.S.C. § 251(c)(2), and refers, in this Agreement, to the connection between networks for the transmission and routing of Telephone Exchange Service and Exchange Access. This term does not include the transport and termination of traffic.

2.59 **Interconnection Facility**

The physical connection of separate pieces of equipment and transmission facilities within, between and among networks, for the transmission and routing of Telephone Exchange Service and Exchange Access.

2.60 **Interexchange Carrier (IXC)**

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

2.61 **InterLATA Toll Traffic**

Telecommunications traffic between a point located in a LATA and a point located outside such LATA.

2.62 **Internet Service Provider (ISP)**

An Enhanced Service Provider that provides Internet services and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158.

2.63 **IntraLATA Toll Traffic**

Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the CenturyLink Local Calling Area as defined CenturyLink's local exchange Tariff on file with the Commission. Optional EAS Traffic is included in IntraLATA Toll Traffic.

2.64 **IP-Enabled Voice Traffic**

IP-Enabled Voice Traffic means any IP-enabled, real-time, multi-directional voice call, including, but not limited to, service that mimics traditional telephony. IP-Enabled Voice Traffic includes: voice traffic originating on Internet Protocol Connection (IPC), and which terminates on the Public Switched Telephone Network (PSTN); and voice traffic originated on the PSTN, and which terminates on IPC, and voice traffic originating on the PSTN, which is transported through an IPC, and which ultimately, terminates on the PSTN.

2.65 **ISDN User Part (ISUP)**

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

2.66 **ISP-Bound Traffic**

Traffic delivered to or from an Internet Service Provider (ISP).

2.67 **Jointly-Provided Switched Access Service Traffic**

Traffic where both CenturyLink's network and MCC's network are used to originate Switched Access Service traffic by one of the Party's End User Customers to be delivered to an Interexchange Carrier (IXC) for call completion, or where both CenturyLink's network and MCC's network are used to terminate Switched Access Service traffic delivered by an IXC to one of the Party's End User Customers.

2.68 **Line Side**

Refers to an End Office Switch connection that is connected to an ordinary telephone station set, including the connection between a loop termination at, for example, a main distribution frame (MDF) and a switch line card. Line side connections offer only those transmission and signaling features appropriate for the connection between an End Office and an ordinary telephone set, and cannot be used for the direct connection of switching entities.

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

"Local Access and Transport Area" or "LATA" shall have the meaning set forth in § 153(25) of the Act.

2.70 **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 CenturyLink's local exchange tariffs.

2.71 **Local Exchange Carrier (LEC)**

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

2.72 **Local Exchange Routing Guide (LERG)**

The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as equipment designation.

2.73 **Local Traffic**

For purposes of Article V of this Agreement, Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyLink Local Calling Area, or mandatory Extended Area Service (EAS) area, as defined in CenturyLink's local exchange tariffs. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic includes Information Access Traffic to the extent that the end user and the ISP are physically located in the same CenturyLink Local Calling Area. Local Traffic includes IP-Enabled Traffic to the extent that the originating end user and the terminating end user are physically located in the same CenturyLink Local Calling Area.

2.74 **"Local Interconnection Trunk" or "Local Interconnection Trunk Groups"**

One-way or two-way trunks or trunk groups used to carry Local Traffic.

2.75 **Local Service Request (LSR)**

The Ordering and Billing Forum document designated by CenturyLink to be used by the Parties to establish, add, change or disconnect local Telecommunications Services for the purpose of providing competitive local Telecommunications Services.

2.76 **Loop Facility Charge**

An additional charge applied to all LSRs when fieldwork is required. Loop Facility Charge is applied on a per LSR basis.

2.77 **Main Distribution Frame (MDF)**

A distribution frame or equivalent at the Central Office where ports inside such Central Office connect to an outside transmission facility.

2.78 **Mass Calling Trunks**

Mass Calling Trunks are trunks designed to handle high call volumes for a wide range of applications, with or without caller interaction with Interactive Voice Response or touch-tone navigation. Mass Calling Trunks typically are associated with television or radio and allow customers to use their telephone to express an opinion, such as voting on interactive television shows, public opinion polling, surveys, information and contests using a virtual call center.

2.79 **Meet Point**

A Meet Point is a point, designated by the Parties, at which one Party's responsibility for service begins and the other Party's responsibility ends.

2.80 **"Meet Point Billing (MPB)" or "Meet Point Billing Arrangement"**

Refers to an arrangement whereby two LECs jointly provide the transport element of a Switched Access Service to one of the LEC's End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the applicable access tariffs.

2.81 "**Mid-Span Fiber Meet" or "Fiber Meet"**

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic. The "point" of Interconnection for purposes of Sections 251(c)(2) and 251(c)(3) remains on the Local Exchange Carrier's network.

2.82 **Multiple Exchange Carrier Access Billing (MECAB)**

Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison

Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

2.83 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

2.84 **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.

2.85 **Network Interface Device (NID)**

A stand-alone Network Element defined as any means of interconnecting customer premises wiring to CenturyLink's distribution plant, such as a cross-connect device used for that purpose. The NID houses the protector which establishes the demarcation point between the loop (inclusive of the NID) and the End User Customer's Inside Wire pursuant to 47 CFR 68.105. Except in multi-unit tenant properties where CenturyLink owns and maintains control over Inside Wire within a building, maintenance and control of the End User Customer's Inside Wiring (*i.e.*, on the End User Customer's side of the NID) is under the control of the End User Customer. For purposes of this definition, the phrase "End User Customer Access Side of the NID" is descriptive and does not convey any ownership or usage rights.

2.86 **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.

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

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that assigns area codes and sets rules for calls to be routed across these countries.

2.88 **Number Portability (NP)**

The ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

2.89 **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.

2.90 **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.

2.91 **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).

2.92 **"Packet Switching" or "Packet Switched"**

"Packet Switching" or "Packet Switched" refers to the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the

functions that are performed by the digital subscriber line (DSL) access multiplexers, including but not limited to the ability to terminate an End User Customer's Copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

2.93 **Party or Parties**

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

2.94 **Percentage Local Use (PLU)**

A percentage calculated by dividing the number of minutes of Local Traffic by the total number of minutes. The resulting factor is used to determine the portion of Local Traffic minutes exchanged via Local Interconnection Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given Local Calling Area or mandatory EAS area as defined in CenturyLink's effective Tariff(s).

2.95 **Point of Interconnection (POI)**

A Point of Interconnection (POI) is a point in the network where the Parties deliver Interconnection traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. The POI also establishes the interface, the test point, and the operational responsibility hand-off between MCC and CenturyLink for the interconnection of their respective networks.

2.96 **Pole Attachment**

A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related facilities or equipment to provide services in accordance with the terms and conditions of this Agreement.

2.97 **Premises**

Premises refers to a Party's Central Offices and serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by a Party that house its Network Facilities; all structures that house a Party's facilities on public Rights-of-Way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased or otherwise controlled by a Party that is adjacent to these Central Offices, Wire Centers, buildings and structures.

2.98 **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.

2.99 **Rate Center**

The specific geographic point and corresponding geographic area that is associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for purpose of the application of interstate Tariffs. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive End User traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

2.100 **Rating Point**

The vertical and horizontal ("V&H") coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.

2.101 **Reciprocal Compensation**

Compensation paid or provided under 47 U.S.C. § 251(b)(5).

2.102 **Remote End Office Switch**

A switch that directly terminates traffic to and receives traffic from End Users of local Telephone Exchange Services, but does not have the full features, functions and capabilities of an End Office Switch. Such features, functions, and capabilities are provided to a Remote End Office Switch via an umbilical and a host End Office.

2.103 **"Repeatedly delinquent"**

As used in Article III, "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..

2.104 **Right-of-Way (ROW)**

The right to use the land or other property owned or controlled by another Party to place poles, conduits, cables, other structures and equipment, or to provide

passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

2.105 **Routine Network Modifications**

A Routine Network Modification is an activity that CenturyLink 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. CenturyLink is not obligated to perform these and other similar activities for MCC.

2.106 **Routing Point**

Denotes a location that a LEC has designated on its own network as the homing or routing point for traffic inbound to Telephone Exchange Service provided by the LEC which bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an End Office location, or a "LEC Consortium Point of Interconnection." The Routing Pointmust be in the same LATA as the associated NPA-NXX.

2.107 **Selective Router (SR)**

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

2.108 **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.

2.109 **"Service Switching Point" or "Signal Switching Point" (SSP)**

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

2.110 **Signaling Point (SP)**

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

2.111 **Signaling System 7 (SS7)**

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards that is used to provide basic routing information, call set-up and other call termination functions.

2.112 **Stand-Alone Fiber Loop**

A facility connecting an End User Customer premises to the nearest LEC Central Office that consists of a single, uninterrupted length of optical fiber cable. A Stand-Alone Fiber Loop is also known as a "home run" fiber loop.

2.113 **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.

2.114 **Intentionally left blank**

2.115 **Subsidiary**

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

2.116 **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. 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."

2.117 **Synchronous Optical Network (SONET)**

An optical interface standard that allows interworking of transmission products from multiple vendors (*i.e.*, mid-span meets). The base rate is 51.84 Mbps (OC/STS-1 and higher rates are direct multiples of the base rate up to 1.244 Gbps).

2.118 **"Tandem" or "Tandem Switch" or "Tandem Office Switch"**

Tandem means to connect in series. A Tandem, Tandem Switch or Tandem Office Switch connects one trunk to another for the purpose of exchanging Local Traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

2.119 **Tariff**

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

2.120 **"TDM" or "TDM Technology" or "Time Division Multiplexing"**

A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (*e.g.*, voice, fax, dial-up Internet access) and high-capacity services like DS1and DS3 circuits.

2.121 **Technically Feasible**

Interconnection and other methods of achieving Interconnection at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access or methods.

2.122 **Telcordia Technologies**

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

2.123 **Telecommunications**

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

2.124 **Telecommunications Carrier**

"Telecommunications Carrier" shall have the meaning set forth in § 153(44) of the Act. This definition includes CMRS providers, IXCs and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service

providers are Telecommunications Carriers to the extent they provide domestic or international telecommunications for a fee directly to the public.

2.125 **Telecommunications Equipment**

"Telecommunications Equipment" shall have the meaning set forth in § 153(45) of the Act.

2.126 **Telecommunications Service**

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

2.127 **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..

2.128 **Telephone Exchange Service**

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

2.129 "**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.

2.130 **Third Party Originating Carrier**

MCC, when it sends traffic originated by its End User Customers to CenturyLink's End User Customers via an Alternate Tandem Provider, or CenturyLink, when it sends traffic originated by its End User Customers to MCC's End User Customers via an Alternate Tandem Provider.

2.131 **Third Party Terminating Carrier**

CenturyLink, when traffic is terminated to it by MCC via an Alternate Tandem Provider, or MCC, when traffic from CenturyLink is terminated to MCC via an Alternative Tandem Provider.

2.132 **Time and Material Charges**

Time and Materials Charges are charges for non-standard or individual-case-basis work requested by MCC. "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.

2.133 **Transit Service**

A switching and transport function which allows one Party to send Transit Traffic to the other Party's network through a third-party's Tandem and/or transport facilities, or to a third-party network through the other Party's Tandem and/or transport facilities.

2.134 **Transit Traffic**

Traffic between the Parties End User Customers that is routed utilizing a third-party Telecommunications Carrier's local and/or Access Tandem Switch, or between a Party's End User Customers and a third-party Telecommunications Carrier's End User Customers (*e.g.*, third-party CLECs, ILECs) that is routed utilizing the other Party's local and/or Access Tandem Switch. Transit Traffic does not include any traffic delivered to from, or carried by an Interexchange Carrier (IXC) at any time during the call

2.135 **Trunk Side**

Refers to a Central Office switch connection that is connected to another switching entity, including the connection between trunk termination at a Trunk Side cross-connect panel and a trunk card. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

2.136 **Virtual NXX Traffic (VNXX Traffic)**

As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a MCC's Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer's actual physical premise location.

2.137 **Website**

As used in this agreement, Website shall mean:
www.centurytel.com/wholesaleservices

2.138 **Wire Center**

The location of one or more local switching systems. A point at which End Users' loops within a defined geographic area converge. Such Local Loops may be served by one (1) or more Central Office Switches within such premises.

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; except that the initiation of a new MCC account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. 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.

2.3 Notice of Termination. Either MCC or CenturyLink 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 MCC or CenturyLink may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of the applicable date of termination.

2.4 Effect on Termination of Negotiating Successor Agreement. If either MCC or CenturyLink provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either MCC or CenturyLink has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between MCC and CenturyLink; or, (b) the date 180 calendar days after the date of termination identified in the Notice of Termination. 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 MCC or CenturyLink provides notice of termination pursuant to Section 2.3 and, by 11:59 p.m. Central Time on the proposed date of termination, neither MCC nor CenturyLink has requested negotiation of a new interconnection 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 CenturyLink under this Agreement at the time of termination will be terminated. MCC may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s); (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 MCC. If MCC 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 MCC under Section 252(i).

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 CenturyLink's notice to MCC of its Default, CenturyLink 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 properly to 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 interconnection agreement between the Parties for the State of Louisiana 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 interconnection agreement between the Parties for the State of Louisiana 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 of 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 interconnection 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 or of the federal courts of Monroe, Louisiana. 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.

II. 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.

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 CenturyLink, MCC shall provide to CenturyLink a deposit for or an adequate assurance of payment of amounts due (or to become due) to CenturyLink hereunder. MCC's failure to provide such deposit or assurance of payment to CenturyLink within thirty (30) calendar days of CenturyLink'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 CenturyLink if MCC (a) in CenturyLink's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with CenturyLink, (b) in CenturyLink'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 MCC by CenturyLink, 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) CenturyLink's estimated two-month charges to MCC (including, but not limited to, both recurring and non-recurring charges) using MCC's forecast of interconnection facilities and any other facilities or services to be ordered from CenturyLink, or (2) $5,000. If MCC does not provide a forecast of its facility or service demand under this Agreement, MCC shall provide, upon CenturyLink'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. CenturyLink reserves the right, in its sole discretion, to modify the amount of the deposit or assurance of payment required of MCC if MCC is repeatedly delinquent in making its payments, or MCC is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyLink due to MCC's previous non-payment, or when conditions otherwise justify such action based on actual billing history and/or the credit rating of MCC. "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. CenturyLink 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 MCC's average monthly billing exceeds the estimated two-months billing based on MCC's forecasts referenced in Section 6.2 above or if MCC 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 CenturyLink's option, consist of (a) a cash security deposit in U.S. dollars held by CenturyLink, or (b) an unconditional, irrevocable standby letter of credit naming CenturyLink as the beneficiary thereof and otherwise in form and substance satisfactory to CenturyLink from a financial institution acceptable to CenturyLink.

6.5 Intentionally left blank.

6.6 Interest on Cash Deposit. CenturyLink 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. CenturyLink may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to MCC in respect of any amounts to be paid by MCC 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 MCC's Replenishment of Deposit/Assurance of Payment. If CenturyLink draws on the letter of credit or cash deposit, upon request by CenturyLink, MCC 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 CenturyLink makes a request for a deposit or assurance of payment in accordance with the terms of this Section 6, then CenturyLink shall have no obligation thereafter to perform under this Agreement until such time as MCC has provided CenturyLink with such deposit or assurance of payment. The fact that a deposit or a letter of credit is requested by CenturyLink hereunder shall in no way relieve MCC 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 reasonable 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 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 ½%) 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.

7.2 Traffic Audits. On thirty (30) calendar days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. CenturyLink and MCC shall retain records of call detail for a minimum of nine (9) months from which a Percentage Local Use (PLU) and/or Percentage Interstate Use (PIU) can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per Contract Year (as defined in Section 7.1 above). Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

7.2.1 Percentage Local Use. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU") to determine the amount of Local Traffic minutes to be billed to the other Party unless the billing Party is able to track Local Traffic usage. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding Transit Traffic. Requests to calculate or recalculate PLU shall be made no more frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

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 MCC has not relied on CenturyLink's counsel or on representations by CenturyLink's personnel not specifically contained in this Agreement, in entering into this Agreement.

8.2 CenturyLink represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Louisiana and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

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

9.0 BILLING & PAYMENTS/DISPUTED AMOUNTS

Except as provided elsewhere in this Agreement and, where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), MCC and CenturyLink 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 ½%) 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 CenturyLink'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 MCC and CenturyLink 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.

9.5 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.

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11.0 CAPACITY PLANNING AND FORECASTS

Within thirty (30) calendar days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, UNEs, number portability and interconnection services. CenturyLink may delay processing MCC service orders should MCC not perform obligations as specified in this Section. Such responsibilities shall include but are not limited to the following:

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

11.2 MCC will furnish to CenturyLink information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts. If during the Term of this Agreement, MCC desires to offer services in a CenturyLink local calling area for which MCC has not previously submitted a forecast, MCC shall submit a revised statewide annual forecast that incorporates the information identified above for the new local calling area or a supplemental forecast for such local calling area providing the information identified above. MCC shall submit such revised or supplemental forecast as soon as practicable, but in no event less than thirty (30) calendar days before it orders services and/or facilities under this Agreement in the new CenturyLink local calling area.

11.3 The Parties will develop joint forecasting responsibilities for traffic exchange over trunk groups and yearly forecasted trunk quantities as set forth in Article V (Interconnection).

11.4 MCC shall notify CenturyLink promptly of any changes in MCC's business or prevailing business conditions that may impact any of its forecasts in the next forecasting period more than ten percent (10%) to current forecasts (increase or decrease). MCC orders that exceed its forecast shall only be filled by CenturyLink to the extent that requested capacity is Currently Available.

11.5 CenturyLink reserves the right to condition the fulfillment of additional service orders on satisfactory MCC fill rates in previously ordered capacity, or on MCC payment for all of the additional capacity absent satisfactory fill rates.

11.6 CenturyLink reserves the right to assess MCC a stranded plant/facility or discontinued service order charge for capacity forecast by MCC but not used by MCC within six (6) months after a forecast period to the extent that CenturyLink built the plant/facility based on MCC's order.

12.0 CHANGES IN LAW

Except as provided in Section 12.3 below, the terms and conditions of this 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, CenturyLink is no longer required by Applicable Law to continue to provide any service, facility, payment or benefit otherwise required to be provided to MCC under this Agreement, then CenturyLink may discontinue the provision of any such service, facility, payment or benefit. CenturyLink will provide thirty (30) calendar days prior written notice to MCC 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 MCC disputes CenturyLink'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 CenturyLink's written notice to MCC 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, CenturyLink is required by such change in Applicable Law to provide a service not already provided to MCC 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 MCC shall not place any orders under this Agreement until it has completed and submitted to CenturyLink a "CLEC Profile," in a form provided by CenturyLink and, if required by CenturyLink, paid a deposit for assurance of payment pursuant to Section 9. Among other things required to be listed on the CLEC Profile, MCC will provide to CenturyLink its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyLink Service Guide. MCC 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. MCC must represent and warrant to CenturyLink that it is a certified provider of local Telephone Exchange Service in the State. MCC will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyLink 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 or UNEs placed by MCC pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of MCC End User

Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to MCC End User Customers, whether disclosed by MCC to CenturyLink or otherwise acquired by CenturyLink 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. CenturyLink will provide and maintain its contact and escalation list in its CenturyLink Service Guide ("Guide") as amended and updated from time to time. The Guide is provided to MCC on CenturyLink'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 CenturyLink's CLEC Service Center (via an 800#) that MCC 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 MCC with contact information for the personnel and/or organizations within CenturyLink capable of assisting MCC with inquiries regarding the ordering, provisioning and billing of interconnection services. Included in this information will be the contact information for a person or persons to whom MCC 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, MCC shall provide the exclusive interface with MCC's End User Customers.

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.

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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, CenturyLink reserves the right not to accept new MCC service orders.

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, CenturyLink may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event, CenturyLink is entitled to reimbursement from MCC for all such costs. For all such costs and expenses, CenturyLink 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 CenturyLink's common costs. If MCC makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyLink will provide a quote to MCC in a timely manner and MCC must agree to accept the quoted charges prior to CenturyLink'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

MCC assumes responsibility for all fraud associated with its End User Customers and accounts. CenturyLink will cooperate in good faith but shall bear no responsibility for, nor is it required to investigate or make adjustments to, MCC'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 administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services and ancillary functions provided under this Agreement; (iii) and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) 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 (vi) 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 HEADINGS

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

27.0 INTELLECTUAL PROPERTY

27.1 MCC acknowledges that its right under this Agreement to interconnect with CenturyLink's network may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.

27.2 MCC acknowledges that services and facilities to be provided by CenturyLink hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to or limited by Intellectual Property rights (including, without limitation, patent, copyright, trade secret, trademark, service mark, trade name and trade dress rights) and other rights of third parties.

27.3 Upon written request by MCC, CenturyLink will use commercially reasonable efforts to procure rights or licenses to allow CenturyLink to use Intellectual Property and other rights of third parties to provide interconnection, UNEs, services and facilities to MCC ("Additional Rights and Licenses"). MCC shall promptly reimburse CenturyLink for all costs incurred by CenturyLink and/or CenturyLink's Affiliates in connection with the procurement of Additional Rights and Licenses, including without limitation all software license fees and/or maintenance fees, or any increase thereof, incurred by CenturyLink or any CenturyLink Affiliate. CenturyLink shall have the right to obtain reasonable assurances of such prompt reimbursement by MCC prior to the execution by CenturyLink or any CenturyLink Affiliate of any new agreement or extension of any existing agreement relating to any Additional Rights and Licenses. In the event MCC fails to promptly reimburse CenturyLink for any such cost, then, in

addition to other remedies available to CenturyLink under this Agreement, CenturyLink shall have no obligation to provide to MCC any product, service or facility to which such Additional Rights and Licenses relate. In the event any product or service to which the Additional Rights and Licenses relate is provided to any carrier(s) other than CenturyLink, CenturyLink's Affiliates and MCC, CenturyLink shall reasonably apportion among MCC and such non-CenturyLink carriers, on a prospective basis only, the costs incurred by CenturyLink and/or its Affiliates in connection with the procurement and continuation of such Additional Rights and Licenses; provided, however, that such apportionment shall not apply to any previously incurred costs and shall apply only for the period of such provision to such carrier(s).

27.5 Both Parties agree to promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.

27.6 For the purposes of this Agreement, any Intellectual Property originating from or developed by such Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either Party under this Agreement, that utilizes such Intellectual Property to function properly.

27.7 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other Intellectual Property, now or hereafter owned, controlled or licensable by either Party. Except as expressly provided in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other Intellectual Property, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

27.8 Except as provided in Section 27.3 and/or Section 30.1, 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 Party or its Affiliates or customers based on or arising from any third party claim alleging or asserting that the provision or use of any service, facility, arrangement, or software by either Party, or the performance of any service or method, either alone or in conjunction with the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third person. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

27.9 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.0 LAW ENFORCEMENT

28.1 Except to the extent not available in connection with CenturyLink's operation of its own business, CenturyLink 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.

28.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 28.3.1, CenturyLink agrees to work jointly with MCC in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. MCC shall be responsible for and shall be billed for any charges associated with providing such services for MCC's End User Customers.

28.3 Where CenturyLink receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a CenturyLink account, CenturyLink 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.

28.3 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.

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, UNEs 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, UNEs 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 MCC by CenturyLink under this Agreement during the Contract Year in which such cause accrues 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 MCC of any provision relating to MCC'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 CenturyLink 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 CenturyLink.

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

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

30.4.2 MCC Tariffs or Contracts. MCC shall, in its Tariffs or other contracts for services provided to its End User Customers using products, services, facilities or UNEs obtained from CenturyLink, provide that in no case shall CenturyLink 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 MCC, MCC's End User Customer(s), suppliers, agents, employees, or any other third parties of the possibility of such damages, and MCC shall indemnify, defend and hold harmless CenturyLink and CenturyLink's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, and based on any reason whatsoever, MCC, MCC'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 CenturyLink and any of MCC's End User Customers, suppliers, agents, employees, or any other third parties.

30.4.3 No Liability for Errors. No Liability for Errors. CenturyLink is not liable for mistakes in CenturyLink'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). MCC shall indemnify, defend and hold harmless CenturyLink and CenturyLink'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 MCC'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 CenturyLink 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. MCC and CenturyLink 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. MCC 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 CenturyLink or any third parties connected with or involved directly in the network or facilities of CenturyLink.

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

If MCC causes an Impairment in Service, CenturyLink shall promptly notify MCC 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 MCC is unable to promptly remedy the Impairment of Service, then CenturyLink 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 CenturyLink hereunder, MCC will follow CenturyLink's standard procedures for isolating and clearing the outage or trouble.

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 NOTICE OF NETWORK CHANGES

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change as required by 47 C.F.R. §§ 51.325 through 51. 335.

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 MCC:
Anne Sokolin-Maimon
Vice President Regulatory Affairs
100 Crystal Run Road
Middletown, NY 10941
Phone (845) 695-2610
Fax (845) 695-2669
amaimon@MCCcc.com

with copies to:
MCC

Legal Department
100 Crystal Run Road
Middletown, NY 10941
Fax (845) 695-2669

To CenturyLink:
Director – Contract Management
CenturyLink
5454 110th Street
KSOPKJ0201-2076
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 MCC to order non-access services. Unless otherwise provided in the Articles of this Agreement, MCC shall use CenturyLink'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, manual, facsimile or email interfaces may only be used if first confirmed with and agreed upon by CenturyLink's CLEC Service Group personnel. If CenturyLink has not yet developed and/or deployed an electronic capability for MCC to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyLink, MCC shall use such other processes as CenturyLink has made available for performing such transaction(s). If CenturyLink later makes enhanced electronic interface ordering available to CLECs for non-access services, then the Parties agree that, to the extent practicable, the enhanced electronic interface will be used by MCC for ordering services and any manual, facsimile or email interface 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 MCC; 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 Standard provisioning intervals will apply to a maximum number of fifty (50) MCC orders (LSR, DSR, Porting) per day. MCC 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 MCC CUSTOMERS

36.1 MCC shall be the primary point of contact for MCC customers. MCC shall establish telephone numbers and mailing addresses at which MCC's End User Customers may communicate with MCC and shall advise MCC End User Customers of these telephone numbers and mailing addresses.

36.2 Except as otherwise agreed to by CenturyLink, CenturyLink shall have no obligation, and may decline, to accept a communication from a MCC customer, including but not limited to issues with number ports to MCC.

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, UNEs or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyLink and MCC.

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

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

41.2 All changes to standard practices will be posted on the CenturyLink Website prior to implementation, with email notification of such postings. Email notifications directing MCC to CenturyLink'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 CenturyLink personnel who may be contacted by MCC 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, MCC is responsible for furnishing tax exempt status information to CenturyLink at the time of the execution of the Agreement. MCC is also responsible for furnishing any updates or changes in its tax exempt status to CenturyLink during the Initial Term of this Agreement and any Follow-on Terms and/or extensions thereof. In addition, MCC 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 MCC's representations to CenturyLink concerning the status of MCC'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 CenturyLink.

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 CenturyLink, 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 N11, 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 MCC 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, CenturyLink shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyLink's ability to modify its network through the incorporation of new equipment or software or otherwise. MCC 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 CenturyLink operates as an Incumbent Local Exchange Carrier ("ILEC") in the State of Wisconsin. CenturyLink shall be obligated to provide services under this Agreement only within this territory.

48.2 Notwithstanding any other provision of this Agreement, CenturyLink 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

The terms of Section 1 of Article VI apply to the resolution of any unauthorized changes regarding Number Portability.

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, CenturyLink 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 MCC.

ARTICLE IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1.0 SERVICES COVERED BY THIS ARTICLE

1.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, MCC will interconnect its network with CenturyLink's network for the transmission and routing of Telephone Exchange Service and Exchange Access. Upon MCC's request, CenturyLink will provide Interconnection at any technically feasible point within CenturyLink's network in conformity with this Article V and Applicable Law.

1.1.1 This Article governs the provision of internetwork facilities (i.e., physical connection services and facilities), by CenturyLink to MCC or by MCC to CenturyLink and the transport and termination and billing of Local Traffic between CenturyLink and MCC.

2.0 NETWORK INTERCONNECTION METHODS

2.1 Introduction

2.1.1 This Section 2 of Article V sets forth the terms and conditions that Network Interconnection Methods (NIMs) are provided between CenturyLink and MCC. Network Interconnection Methods designates facilities established between the Parties' Networks. Additionally, this Part II describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Exchange Access traffic between the respective End Users of the Parties; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.

2.1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Leased Facilities Interconnection and Fiber Meet Interconnection, as defined in Section 2.3 of this Article, and other methods as mutually agreed to by the Parties.

2.1.2.1 Trunking requirements associated with Interconnection are contained in Section 3 of this Article.

2.1.3 CenturyLink shall provide Interconnection for MCC's facilities and equipment for the transmission and routing of Telephone Exchange

Service and Exchange Access, at a level of quality equal to that which CenturyLink provides itself, a subsidiary, an affiliate, or any other party to which CenturyLink provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

2.2 Physical Architecture

2.2.1 CenturyLink's network includes but is not limited to End Office switches that serve IntraLATA, InterLATA, Local, and EAS traffic. CenturyLink's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. Using one or more of the NIMs herein, the Parties will agree to a physical architecture plan for a specific Exchange Area. The physical architecture plan will be completed within sixty (60) days from MCC's written request for interconnection contingent upon the Parties' mutual agreement on the architecture. MCC and CenturyLink agree to Interconnect their networks through existing and/or new Interconnection facilities between MCC switch(es) and CenturyLink's End Office(s) and/or tandems. The physical architecture plan will be in accordance with Forecasting and Planning requirements in Section 3.5 of this Article and, at a minimum, include the location of MCC's switch(es) and CenturyLink End Office switch(es) to be interconnected, the facilities that will connect the two networks, the timelines for completion of all major tasks, and which Party will provide (be financially responsible for) the Interconnection facilities.

2.2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. Requirements for a Local POI are set forth in Section 3.3.2 of this Article. In some cases, multiple POI(s) may be necessary to provide the best technical implementation of Interconnection requirements to each End Office within a CenturyLink company's service area.

2.2.3 The Parties agree to meet as often as necessary to negotiate the selection of new POIs. Criteria to be used in determining POIs include existing facility capacity, location of existing POIs, traffic volumes, relative costs, future capacity needs, etc. Agreement to the location of POIs will be based on the network architecture existing at the time the POI(s) is/are negotiated. In the event either Party makes subsequent changes to its network architecture, including but not limited to trunking changes or adding new switches, then the Parties will negotiate new POIs if required.

2.2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Section 2. Each

Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to the POI(s).

2.2.5 Either Party, must provide thirty (30) days written notice of any changes to the physical architecture plan.

2.2.6 Each Party is solely responsible for the facilities that carry OS/DA, 911 or mass calling for their respective End Users.

2.2.7 Technical Interfaces

2.2.7.1 Electrical handoffs at the POI(s) will be DS1 or DS3 as mutually agreed to by the parties. When a DS3 handoff is agreed to by the Parties, each Party will provide all required multiplexing at their respective end.

2.2.7.2 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS Extended Superframe protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

2.3 Methods of Interconnection

2.3.1 Leased Facility Interconnection ("LFI")

2.3.1.1 Where facilities exist, either Party may lease facilities from the other Party pursuant to applicable tariff, may lease facilities from a third party or may construct or otherwise self-provision facilities.

2.3.2 Fiber Meet Interconnection

2.3.2.1 Fiber Meet Interconnection between CenturyLink and MCC can occur at any mutually agreeable, economically and technically feasible point(s) between a CenturyLink End Office and MCC's premises within the local calling area. MCC shall request a Fiber Meet Point of Interconnection by submitting a BFR for the same pursuant to Article III, Section 10.

2.3.2.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a Synchronous Optical NETwork (SONET) ring or single point-to-point linear SONET system. Administrative control of the SONET system shall be mutually agreed upon by the Parties. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 3 of this Article shall be provisioned over this facility.

2.3.2.3 Neither Party will be given the IP address or allowed to access the Data Communications Channel (DCC) of the other Party's Fiber Optic Terminal (FOT). The Fiber Meet will be designed so that each Party may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the POI(s). The Parties will work cooperatively to achieve equipment and vendor compatibility of the FOT equipment. Requirements for such Interconnection specifications will be defined in joint engineering planning sessions between the Parties. The Parties may share the investment of the fiber as mutually agreed. The Parties will use good faith efforts to develop and agree on these facility arrangements within ninety (90) days of the determination by the Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

2.3.2.4 Fiber Meet design options include, but are not limited to, the following:

2.3.2.4.1 Design One: MCC's fiber cable (four, or some integral multiple thereof, fibers) and CenturyLink's fiber cable (four, or some integral multiple thereof, fibers) are connected at an economically and technically feasible point between the MCC and CenturyLink locations. This Interconnection point would be at a mutually agreeable location.

2.3.2.4.2 Design Two: MCC will provide fiber cable to the last entrance (or CenturyLink designated) manhole at the CenturyLink End Office switch. CenturyLink shall make all necessary preparations to receive and to allow and enable MCC to deliver fiber optic facilities into that manhole. MCC will provide a sufficient length of Optical Fire Resistant (OFR) cable for CenturyLink to pull the fiber cable through the CenturyLink cable vault and terminate on the CenturyLink fiber distribution frame (FDF) in

CenturyLink's office. MCC shall deliver and maintain such strands wholly at its own expense up to the POI. CenturyLink shall take the fiber from the manhole and terminate it inside CenturyLink's office on the FDF at MCC's expense. In this case the POI shall be at the CenturyLink FDF.

2.3.2.4.4 Design Three: Both MCC and CenturyLink each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Parties. CenturyLink will provide the fibers associated with the "working" side of the system. MCC will provide the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint SONET ring or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. The POI will be defined as being at the CenturyLink location.

2.3.2.5 The MCC location includes FOTs, multiplexing and fiber required to terminate the optical signal provided from CenturyLink. This location is MCC's responsibility to provision and maintain.

2.3.2.6 The CenturyLink location includes all CenturyLink FOTs, multiplexing and fiber required to terminate the optical signal provided from MCC. This location is CenturyLink's responsibility to provision and maintain.

2.3.2.7 Pursuant to the mutually agreed upon implementation terms of MCC's Fiber Meet BFR, CenturyLink and MCC shall procure, install, and maintain the agreed-upon FOT equipment in each of their locations where the Parties established a Fiber Meet. Capacity shall be sufficient to provision and maintain all trunk groups prescribed by Section 3 of this Article for the purposes of Interconnection.

2.3.2.8 Each Party shall provide its own, unique source for the synchronized timing of its FOT equipment. At a minimum, each timing source must be Stratum-3 traceable and cannot be provided over DS0/DS1 facilities, via Line Timing; or via a Derived DS1 off of FOT equipment. Both Parties agree to establish separate and

distinct timing sources that are not derived from the other, and meet the criteria identified above.

2.3.2.9 MCC and CenturyLink will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. The Parties will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by MCC and CenturyLink.

2.4 Responsibilities of the Parties

2.4.1 MCC and CenturyLink shall work cooperatively to install and maintain a reliable network. MCC and CenturyLink shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

2.4.2 MCC and CenturyLink will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Article.

2.4.3 MCC and CenturyLink shall:

2.4.3.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

2.4.3.2 Notify each other when there is any change affecting the service requested, including the due date.

2.4.3.3 Recognize that a facility handoff point must be agreed to that establishes the demarcation for maintenance and provisioning responsibilities for each party on their side of the POI.

2.5. Joint Facility Growth Planning

2.5.1 The initial facilities deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

2.5.2 <u>Criteria</u>:

2.5.2.1 Investment is to be minimized.

2.5.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Article III, Section 11 and Article V, Section 3.5 and are to be deployed in accordance with the Processes described below.

2.5.3 Processes:

2.5.3.1 In addition to the joint trunk group forecasting established in Article III, Section 11, discussions to provide relief to existing facilities can be initiated by either party. Actual system augmentations will be initiated upon mutual agreement.

2.5.3.2 Both Parties will perform a joint validation to ensure current Interconnection facilities and associated trunks have not been over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 3.6 of this Article will be used in determining trunk group sizing requirements and forecasts.

2.5.3.3 If, based on the forecasted equivalent DS-1 growth, the existing facilities are not projected to exhaust within one year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

2.5.3.4 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

2.5.3.5 The joint planning process/negotiations should be completed within two months of the initiation of such discussion.

3.0 INTERCONNECTION TRUNKING REQUIREMENTS

3.1 Introduction

3.1.1 This Section 3 of Article V sets forth terms and conditions for Interconnection provided by CenturyLink and MCC.

3.1.2 This Section 3 of Article V provides descriptions of the trunking requirements between MCC and CenturyLink. All references to incoming and outgoing trunk groups are from the perspective of MCC. The paragraphs below describe the required and optional trunk groups for local and mass calling.

3.1.3 Local trunk groups may only be used to transport traffic between the Parties' End Users pursuant to the terms of this Article.

3.2 One Way and Two Way Trunk Groups

3.2.1 One-way trunk groups for ancillary services (e.g. mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. The originating Party will have administrative control of one-way trunk groups.

3.2.2 The Parties agree that two-way trunk groups for local, IntraLATA and InterLATA traffic shall be established between a MCC switch and a CenturyLink End Office switch pursuant to the terms of this Article. Trunks will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling being used whenever possible. Two-way trunking for Local Traffic will be jointly provisioned and maintained, with each Party being responsible for costs on its side of the POI. The costs associated with transporting Information Access Traffic and/or ISP-Bound Traffic to MCC shall be the sole responsibility of MCC. For administrative consistency MCC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. Either Party will also use ASRs to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

3.2.3 Notwithstanding 3.2 above, the Parties recognize that certain technical and billing issues may necessitate the use of one-way trunking for an interim period. If either Party wants to provision its own one-way trunks, this must be agreed to by both Parties. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Section 20 of Article III.

3.2.4 Separate local trunk groups may be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically stated otherwise in this Agreement:

3.2.4.1 911/E911 trunks;

3.2.4.2 Mass Calling Trunks, if applicable; and

3.2.4.3 Toll Free Service trunks where MCC provides such service to its customers.

3.3 Direct and Indirect Connection

3.3.1 Indirect Network Connection

3.3.1.1 Indirect Network Connection in intended only for de minimis traffic associated with MCC "start-up" market entry into a CenturyLink local exchange. Therefore Indirect Network Interconnection will be allowed only on routes between CenturyLink end offices and a MCC switch in instances where, and only so long as, none of the triggers set forth in Section 3.3.2.4 of this Article have been reached.

3.3.1.2 Indirect Network Connection shall be accomplished by CenturyLink and MCC each being responsible for delivering Local Traffic to and receiving Local Traffic at the ILEC Tandem Switch serving the CenturyLink end office. Each Party is responsible for the facilities to its side of the tandem. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the tandem.

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

3.3.1.4 To the extent a Party combines Local Traffic and Jointly-Provided Switched Access Traffic on a single trunk group for indirect delivery through a tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for

jurisdictionalization of traffic or call detail samples. Call detail or direct jurisdictionalization using CPN information may be exchanged in lieu of PLU, if it is available. The terminating Party should apportion per minute of use (MOU) charges appropriately.

3.3.2. Direct Network Connection and Local Point of Interconnection (POI)

3.3.2.1 Unless the parties mutually agree otherwise, a Direct Network Connection and a Local POI shall be established upon occurrence of any of the triggers set forth in Section 3.3.2.4 of this Article. In some cases, multiple POI(s) will be necessary to provide the best technical implementation of Interconnection requirements to each End Office within a CenturyLink's service area.

3.3.2.2 A Direct Network Connection shall be established by connecting MCC's network to CenturyLink's network at a mutually agreed upon point on CenturyLink's network within the CenturyLink local exchange. The connection can be established in any of the manners described in Section 2 of this Article.

3.3.2.3 The Direct Network Connection point established in Section 3.3.2.2 of this Article shall also be the Local POI. Each party shall be responsible for establishing and maintaining all facilities on its side of the Local POI. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the POI.

3.3.2.4 Unless the parties agree otherwise, a Direct Network Connection and Local POI shall be established upon the occurrence of either of the following:

3.3.2.4.1 MCC has begun serving end users within a CenturyLink local exchange, or has assigned to any end user numbers that are rated to a rate center that is within the local calling area of a CenturyLink exchange and the resulting Local Traffic that is to be exchanged between the Parties is equal to or greater than a DS-1 trunk equivalency as described in Section 3.3.2.5 of this Article.

3.3.2.4.2 Either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed $200.00 for one month.

3.3.2.5 A DS-1 trunk equivalency is deemed established in any the following instances:

3.3.2.5.1 Traffic studies of peak busy CCS indicate that the number of trunks necessary to achieve a .001 Grade of Service based upon application of the Erlang B table is equal to or exceeds 24 for three consecutive months, or for three months of any consecutive five month period.

3.3.2.5.2 Combined two-way traffic between two single switches of each Party reaches 200,000 combined minutes of use per month for two consecutive months, or for any two months in a consecutive three-month period.

3.3.2.5.3 At any point where a traffic forecast prepared pursuant to requirements of Article III, Section 11 or Article V, Section 3.5 indicates that combined two-way traffic between two single switches of each Party will exceed 200,000 minutes of use per month.

3.3.2.5.4 In any instance where MCC has requested to port a number or numbers associated with an end user customer and it is known that local trunks previously associated with that customer and those numbers equaled or exceeded 24. In any other instance where it can be shown that a customer that MCC is about to serve previously had 24 or more local trunks associated with the service that the customer will disconnect or has disconnected in migrating its service to MCC.

3.3.2.5.5 In any instance where MCC is providing a tandem function then MCC must direct connect to CenturyLink pursuant to the terms of this section. In such as case, MCC must also record and provide billing records for that traffic transiting MCC's switch and terminating to CenturyLink.

3.3.2.6 The Parties may mutually agree to establish a Direct Network Interconnection even where none of the conditions set forth in Section 3.3.2.4 of this Article has occurred.

3.3.2.7 All traffic received by CenturyLink on the direct End Office trunk group from MCC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by MCC on the direct End Office trunk group from CenturyLink must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration,

the Interconnection for that remote End Office is only available at the host switch unless otherwise made technically available by CenturyLink. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).

3.3.2.8 MCC and CenturyLink shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types. MCC and CenturyLink will support the provisioning of trunk groups that carry combined or separate Local Traffic. Notwithstanding the above, CenturyLink requires separate trunk groups from MCC to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs. To the extent MCC desires to have any IXCs originate or terminate switched access traffic to or from MCC, using jointly provided switched access facilities routed through a CenturyLink access tandem, it is the responsibility of MCC to arrange for such IXC to issue an ASR to CenturyLink to direct CenturyLink to route the traffic. If CenturyLink does not receive an ASR from the IXC, CenturyLink will initially route the switched access traffic between the IXC and MCC. If the IXC subsequently indicates that it does not want the traffic routed to or from MCC, CenturyLink will not route the traffic.

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

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

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

3.4 Trunk Groups

3.4.1 The following trunk groups shall be used to exchange local traffic between MCC and CenturyLink.

3.4.2 Local Interconnection Trunk Group(s) in Each Exchange

3.4.2.1 Direct End Office Trunking

3.4.2.1.1 The Parties shall establish direct End Office primary high usage Local Interconnection trunk groups for the exchange of Local traffic where actual or projected traffic demand is or will be twenty four (24) or more trunks, as described in Section 3.3.2.5 of this Article.

3.4.3 Where either Party offers direct or ported local service to end users, that Party must maintain network facilities (whether owned or leased) used to actively provide, in part, local Telecommunications Services in the geographic area where service is offered.

3.4.4 MCC shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, CenturyLink will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by MCC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.4.5 High Volume (HV) / Mass Calling (Choke) Trunk Group:

3.4.5.1 If MCC should acquire a HV/Mass Calling customer, i.e. an ISP or a radio station, MCC shall provide written notification to CenturyLink.

3.5 Forecasting and Planning Responsibilities

3.5.1 MCC agrees to provide an initial forecast for establishing the initial Interconnection facilities pursuant to Article III, Section 11. CenturyLink shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to MCC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. MCC shall provide subsequent forecasts on a semi-annual basis. MCC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this section for a minimum of three years. Forecasts shall be non-binding on both CenturyLink and MCC. CenturyLink shall take MCC's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the MCC. However, the development and

submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject both to capacity existing at the time the order is submitted as well as to the demonstrated need based on the fill rate of the existing trunks and facilities. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time.

3.5.2 The semi-annual forecasts shall include:

3.5.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

3.5.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

3.5.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

3.5.4 MCC shall be responsible for forecasting two-way trunk groups. CenturyLink shall be responsible for forecasting and servicing the one-way trunk groups terminating to MCC and MCC shall be responsible for forecasting and servicing the one-way trunk groups terminating to CenturyLink, unless otherwise specified in this section. Standard trunk traffic engineering methods will be used by the Parties.

3.5.5 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.

3.5.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

3.5.7 CenturyLink shall attempt to meet MCC's requests for interconnection using Currently Available facilities and capacity. CenturyLink shall have no obligation to construct additional facilities or capacity to meet MCC's requests for Interconnection. However, if CenturyLink refuses a MCC request due to lack of facilities or lack of capacity, MCC may request to work with CenturyLink to establish a construction plan, and MCC shall bear all costs associated with engineering and constructing such additional facilities or capacity.

3.5.8 Notwithstanding the above, if MCC determines to offer local exchange service within a CenturyLink area, EAS to a CenturyLink' area or otherwise assign numbers rated to the CenturyLink exchange, MCC shall provide thirty (30) days written notice to CenturyLink of the need to establish Interconnection. Such request shall include (i) CLEC's Switch address, type, and CLLI; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.

3.5.8.1 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an Interconnect shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.

3.5.8.2 If MCC deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional CenturyLink Central Offices, MCC shall provide written notice to CenturyLink to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If CenturyLink deploys additional End Office switches in a local exchange after the effective date or otherwise wishes to establish Interconnection with additional MCC Central Offices in such local exchange, CenturyLink shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

3.6 Trunk Design Blocking Criteria

3.6.1 In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon a time consistent average busy season busy hour Erlang B .001 factor.

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	.01%

3.7 Trunk Servicing

3.7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). MCC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. Where one-way trunks are used (as discussed in Section 3.2 of this Article), CenturyLink will issue ASRs for trunk groups for traffic that originates from CenturyLink and terminates to MCC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

3.7.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

3.7.3 Underutilization:

3.7.3.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:

3.7.3.1.1 If a trunk group is under 75 percent (75%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 25 percent (25%) excess capacity. In all cases grade of service objectives shall be maintained.

3.7.3.1.2 Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of an ASR the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the initiating ASR.

3.7.3.1.3 Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.

3.8 MCC will be responsible for engineering its network on its side of the Point of Interconnection (POI). CenturyLink will be responsible for engineering its network on its side of the POI.

3.9 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this section shall be shall be in accordance with the CenturyLink Service Guide. If either MCC or CenturyLink is unable to or not ready to perform Acceptance Tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.

3.10 Utilization shall be defined as Trunks Required as a percentage of Trunks In Service. Trunks Required shall be determined using methods described in Section 3.5 of this Article using Design Blocking Objectives stated in Section 3.6 of this Article.

3.10.1 Should MCC request trunking from CenturyLink in excess of the industry traffic engineering design blocking standard, CenturyLink is not obligated to provide such trunking unless MCC agrees in writing to pay for the excess trunking on the CenturyLink side of the POI.

3.11 Trunk Data Exchange

3.11.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

3.11.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count,

and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

3.12. Network Management

3.12.1 Restrictive Controls

3.12.1.1 Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. MCC and CenturyLink will immediately notify each other of any protective control action planned or executed.

3.12.2 Expansive Controls

3.12.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.12.3 Temporary Mass Calling

3.12.3.1 MCC and CenturyLink shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

4.0 MUTUAL COMPENSATION FOR TRANSPORT, TERMINATION, AND TRANSITING

4.1 Introduction

4.1.1 This Section 4 of Article V sets forth terms and conditions for mutual compensation for transport, termination, and transiting provided by CenturyLink and MCC.

4.2 Transmission and Routing of Telephone Exchange Service Traffic Relevant to Compensation

4.2.1 The Telecommunications traffic exchanged between MCC and CenturyLink will be classified as Local Traffic, ISP-Bound Traffic, IP-Enabled Voice Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic.

4.2.1.1 "Local Traffic," for purposes of intercarrier compensation, is Telecommunications traffic originated by a End User Customer of one Party in an exchange on that Party's network and terminated to a End User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating customer's exchange as defined by CenturyLink's applicable local exchange tariff. Local Traffic does not include: (1) any ISP-Bound Traffic; (2) traffic that does not originate and terminate within the same CenturyLink local calling area as such local calling area is defined by CenturyLink's applicable local exchange tariff; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) optional extended local calling area traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic.

4.2.1.2 "ISP-Bound Traffic" means traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (ISP) who is physically located in an exchange within the local calling area of the originating End User. Traffic originated from, directed to or through an ISP physically located outside the originating End User's local calling area will be considered toll traffic and subject to access charges.

4.2.1.3 IP-Enabled Voice Traffic originated by a End User Customer of one Party in an exchange on that Party's network and terminated to a End User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating customer's exchange as defined by CenturyLink's applicable local exchange tariff shall be included in Local Traffic. IP-Enabled Voice Traffic directed to a terminating End User physically located outside the originating End User's local calling area will be considered toll traffic and subject to access charges.

4.2.2 Reciprocal compensation applies for transport and termination of Local Traffic terminated by either Party's switch. The Parties agree that the

jurisdiction of a call is determined by its originating and terminating (end-to-end) points. When an End User originates a call which terminates to an End User physically located in the same local calling area and served on the other Party's switch, the originating Party shall compensate the terminating Party for the transport and termination of Local Traffic in accordance with Section 4.4 of this Article.

4.2.2.1 For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their End User Customers, MCC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, MCC shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If MCC only obtains thousands blocks instead of whole NPA/NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA/NXX code.

4.2.2.2 If MCC assigns NPA/NXXs to specific rate centers and assigns numbers from those NPA/NXXs to MCC End-Users physically located outside of the rate center to which the NPA/NXX is assigned, CenturyLink traffic originating from within the rate center where the NPA/NXX is assigned and terminating to such Virtual NXX (VNXX) End-Users at a location outside the CenturyLink originating rate center, shall not be deemed Local Traffic, and therefore, no compensation shall be due from CenturyLink to MCC.

4.2.2.3 Further, MCC agrees to identify such VNXX traffic to CenturyLink and to compensate CenturyLink for originating and transporting such traffic to MCC at CenturyLink's tariffed switched access rates. If MCC does not identify such traffic, CenturyLink will, to the best of its ability, determine which whole MCC NPA/NXXs have been so assigned and CenturyLink shall charge the applicable rates for originating access service as reflected in CenturyLink's applicable access tariff. CenturyLink shall make appropriate billing adjustments if MCC can provide sufficient information for CenturyLink to determine the actual jurisdiction of the traffic.

4.2.2.4 If MCC assigns NPA/NXXs to specific rate centers and assigns numbers from those NPA/NXXs to MCC End-Users physically located both within and outside of the rate center to which the NPA/NXX is assigned, then MCC agrees to work with CenturyLink to develop a Percent Local Usage (PLU) factor for the traffic to those MCC End Users physically located within the

rate center. CenturyLink shall use the PLU to determine the VNXX traffic subject to originating access charges pursuant to Section 4.2.2.3 of this Article. Actual call records shall be used to determine PLU where such are available. If actual call records are not available, MCC and CenturyLink will jointly negotiate a PLU. The PLU will be updated no more often than once per year.

4.2.3 Notwithstanding any other provision of the Agreement, Local Traffic does not include ISP-Bound Traffic. MCC and CenturyLink agree to terminate each other's ISP-Bound Traffic that physically originates and terminates in the same local calling area on a Bill and Keep basis of reciprocal compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the terminating Party, regardless of any charges the originating Party may assess its End Users.

4.2.4 When MCC establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date the Parties agree that the network is complete (i.e., each Party has established its originating trunks as well as any ancillary functions (e.g., 9-1-1)) and is capable of fully supporting originating and terminating End Users' (and not a Party's test) traffic. If there is no formal agreement as to the date of network completion, it shall be considered complete no later than the date that live traffic first passes through the network.

4.2.5 The compensation arrangements set forth in this section are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional calling plans, where applicable, will be classified as toll traffic.

4.2.6 As set forth in Section 4.2.1.3 of this Article, IP-Enabled Voice Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter ("JIP") of the originating IP-Enabled Voice Traffic shall indicate the geographical location of the actual IP caller location, not the location where the call enters the PSTN.

4.2.7 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between

two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

4.2.8 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days notice to the other Party, may block any traffic that is improperly routed by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.

4.2.9 Neither Party shall be obligated to compensate the other Party or any Third Party for telecommunications traffic that is inappropriately routed.

4.3. Responsibilities of the Parties

4.3.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).

4.3.2 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telecordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.

4.3.3 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting telecommunications carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End Users, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse

service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party notice of the violation at the earliest practicable time.

4.3.4 Each Party is solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

4.3.5 Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.

4.4 Local Traffic Compensation

4.4.1 The rates, terms, conditions contained herein apply only to the termination of Local Traffic on the Parties' networks. All applicable rate elements can be found in Article IX- Pricing.

4.4.2 The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once every six (6) months. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the other Party's total terminated minutes for Local Traffic excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, either Party may notify the other that mutual compensation will commence for such Local Traffic, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, pursuant to the rates set forth in Article IX-Pricing of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed pursuant subsequent traffic studies (not more frequent than every 12 months) indicate that the traffic has changed to reflect that neither party terminates more than 60% of the others traffic.

4.4.3 End Office Termination Rate

4.4.3.1 The End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

4.5 Billing for Mutual Compensation

4.5.1 Direct Interconnection

4.5.1.1 Where the Parties utilize Direct Interconnection for the exchange of traffic between their respective networks, each Party will calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each Party's network. These recordings are the basis for each Party to generate bills to the other Party. For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.

4.5.1.2 Where SS7 connections exist between CenturyLink and MCC, unidentified traffic (i.e. without CPN or JIP) will be handled in the following manner.

4.5.1.2.1 If the amount of unidentified traffic is less than five percent (5%) of the total traffic, it will be treated as having the same jurisdictional ratio as the identified traffic.

4.5.1.2.2 If the unidentified traffic exceeds five percent (5%) of the total traffic, all the unidentified traffic shall be billed at a rate equal to access charges.

4.5.1.2.3 The originating Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN or JIP traffic does not exceed five percent (5%) of the total traffic delivered.

4.5.1.2.4 The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist its correction.

4.5.2 Indirect Interconnection

4.5.2.1 For any traffic exchanged between the Parties via third party tandems, each Party shall utilize records provided by the tandem operator to invoice for traffic terminating on its network. The Parties agree to accept the billing records from the tandem operator as representative of the traffic exchanged between the Parties.

4.5.2.2 To calculate intrastate toll access charges, each Party shall provide to the other, within twenty (20) calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor. Each company should calculate the PLU factor on a LATA basis using their originating IntraLATA minutes of use. The Parties shall provide a separate PLU for each CenturyLink operating company covered under this Agreement. The percentage of originating Local Traffic plus ISP-Bound Traffic to total intrastate (Local Traffic, ISP-Bound Traffic, and intraLATA toll) originating traffic would represent the PLU factor.

4.5.3 Audits of usage associated with Reciprocal Compensation shall be performed as specified Article II, Section 7.2.

4.5.4 The Parties shall be governed by applicable state and federal rules, practices, and procedures regarding the provision and recording of billing records.

4.6 Transit Traffic

4.6.1 All references to CenturyLink Tandems in this section pertain only to those locations where CenturyLink currently owns a Tandem and where the CenturyLink End Offices at which traffic is to be exchanged are actually connected to the CenturyLink Tandem. CenturyLink Tandem services are not available 1) at CenturyLink End Offices or 2) to CenturyLink End Offices where the End Offices are not connected to a CenturyLink Tandem.

4.6.2 Where CenturyLink is a tandem owner, Transit Service is provided by CenturyLink to MCC via ** CLEC's connection to the Tandem to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another MCC, another LEC, or a wireless carrier) that is connected to the Tandem. To the extent that MCC's owns an Access Tandem Switch, as designated in the LERG, MCC may also provide Transit Service to CenturyLink.

4.6.3 For purposes of the Agreement, Transit Traffic does not include traffic that is carried by Interexchange Carriers at any point during the end-to-end transmission of the communication. For purposes of this Agreement, traffic carried at any point during the end-to-end transmission of the communication by one or more Interexchange Carriers is defined as Jointly-Provided Switched Access Service Traffic to which Sections 4.6.4.3 and 3.3.1.4 of this Article apply.

4.6.4 CenturyLink will accept Transit Traffic originated by MCC for termination to another CLEC, another LEC, or wireless carrier that is connected to CenturyLink's Access Tandem Switch. CenturyLink will also terminate Transit Traffic from another CLEC, another LEC, or wireless carrier that is connected to CenturyLink's Access Tandem Switch to MCC, subject to the following.

4.6.4.1 To the extent technically feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with Common Channel Signaling (CCS)/Signaling System 7 (SS7) protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

4.6.4.2 The originating carrier is responsible for payment of appropriate rates to the carrier providing the Transit Service and to the terminating carrier. The Parties agree to enter into traffic exchange agreements with third-party Telecommunications Carriers prior to delivering traffic to be transited to third-party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third-party Telecommunications Carrier with which the originating Party does not have a traffic exchange agreement, the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third-party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys' fees and expenses. In the case of IntraLATA Toll Traffic where CenturyLink is the designated IntraLATA Toll provider for existing LECs, CenturyLink will be responsible for payment of appropriate usage rates.

4.6.4.3 Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third-party terminations.

4.6.4.4 The following rates shall apply to Transit Traffic depending on the type of traffic being transited:

4.6.4.4.1 Transit of Local Traffic: Switching and transport rates will be charged to the originating Party, as contained in Article VII (Pricing).

4.6.4.4.2 Transit of IntraLATA Toll Traffic: A per-minute-of-use rate will be charged to the originating Party, as contained in CenturyLink's state access tariff.

4.6.4.4.3 Transit of Jointly-Provided Switched Exchange Access Service Traffic: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

4.6.4.4.4 Category 11 mechanized record charge, per record, shall apply for records provided to the terminating Party, as contained in Article VII (Pricing).

4.6.5 When CenturyLink receives an unqueried call from MCC to a telephone number that has been ported to another local service provider, the transit rate and LNP dip charge shall apply.

4.7 Billing.

4.7.1 When direct connection is implemented, CenturyLink shall render to MCC a bill for direct connection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

4.7.2 Billing Specifications.

4.7.2.1 The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies Billing Output Specifications (BOS).

4.7.2.2 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

4.7.2.3 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction

shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

5.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

5.1 Every interconnection and service provided hereunder, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Article and this Agreement, which are legitimately related to such interconnection or service.

ARTICLE V: MAINTENANCE

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

CenturyLink will provide maintenance and repair services for all Interconnection Facilities and trunks provided under this Agreement. Such maintenance and repair services provided to MCC shall be equal in quality to that which CenturyLink provides to itself, any subsidiary, Affiliate or third party. CenturyLink agrees to respond to MCC 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, CenturyLink shall be required to provide maintenance and/or repair to MCC only to the extent required by Applicable Law.

2.0 MAINTENANCE & REPAIR PROCEDURES

2.1 CenturyLink shall not respond to maintenance and/or repair calls directly from MCC's End User Customers. MCC shall initiate any and all maintenance and/or repair calls to CenturyLink.

2.2 CenturyLink will provide a single point of contact (SPOC) for all of MCC'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 CenturyLink Service Guide.

2.3 On a reciprocal basis, MCC will provide CenturyLink 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 MCC agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the CenturyLink Service Guide. Before contacting CenturyLink's Trouble Maintenance Center (CTMC), MCC must first conduct trouble isolation to ensure that the trouble does not originate from MCC's own equipment or network or the equipment of MCC's customer.

2.5 If (a) MCC reports to CenturyLink a trouble, (b) MCC requests a dispatch, (c) CenturyLink dispatches a technician, and (d) such trouble was not caused by CenturyLink's facilities or equipment in whole or in part, then MCC shall pay CenturyLink a charge set forth in Article VII (Pricing) for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by MCC is not available at the appointed time. MCC accepts responsibility for initial trouble isolation and providing CenturyLink with appropriate dispatch information based on its test results. If, as the result of MCC instructions, CenturyLink is erroneously requested to dispatch to a site on CenturyLink's company premises ("dispatch in"), a charge set forth in Article VII (Pricing) will be assessed per occurrence to MCC by CenturyLink. If as the result of MCC's instructions, CenturyLink is erroneously requested to dispatch to a site

outside of CenturyLink's company premises ("dispatch out"), a charge set forth in Article VII (Pricing) will be assessed per occurrence to MCC by CenturyLink.

3.0 ESCALATION PROCEDURES

3.1 CenturyLink will provide MCC 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 CenturyLink management personnel who are responsible for maintenance and/or repair issues. These escalation procedures and contact information are set forth in the CenturyLink Service Guide.

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

4.0 EMERGENCY RESTORATION

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

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

4.1.2 CenturyLink shall establish methods and procedures for reprovisioning of all Interconnection Facilities and trunks after initial restoration. CenturyLink agrees that Telecommunications Service Priority ("TSP") services for MCC carry equal priority with CenturyLink TSP services for restoration. CenturyLink 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 PRICING

6.1 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: ADDITIONAL SERVICES

1.0 NUMBER PORTABILITY

1.1 Definitions.

For purposes of this Section 1.0 governing number portability, the following definitions shall apply:

1.1.1 **"**Coordinated Hot Cut (CHC)" – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order.

1.1.2 "Donor Party" – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.

1.1.3 "Local Routing Number (LRN)"- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.

1.1.4 "Permanent Number Portability" (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.

1.1.5 "Recipient Party" – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.

1.1.6 "Ten-Digit Unconditional Trigger Method (TDT)" – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting is less downtime to the end–user.

1.2 Number Portability (NP).

1.2.1 Each Party will provide Local Number Portability and obtain End User Customer authorization in accordance with the Act, and applicable FCC rules, regulations and orders

1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If a Party requests that the other Party port a number, the Parties shall follow the "Local Number Portability Ordering Process" set forth in CenturyLink Service Guide and comply with applicable FCC rules, regulations and orders.

1.2.2.1 The LSR will have a requested due date that is not less than the standard provisioning intervals of four (4) days.

1.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 48 hours from the time a "clean" LSR is received.

1.2.2.3 For purposes of this Article, the Parties will use a project management approach for the implementation of LSRs for large quantities of ported numbers (in excess of 50 per day) or for complex porting processes. With regard to such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.

1.2.3 Local Number Portability (LNP) orders may not be expedited.

1.2.4 The Party receiving the LSR will bill the service order charge set forth in the Pricing Article for each LSR received. The Party will bill the service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, CenturyLink will route traffic destined for CLEC's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.

1.2.6 When CenturyLink receives an unqueried call from CLEC to a telephone number that has been ported to another local services provider, the transit rate and NP dip charge will apply.

1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyLink or CLEC.

1.2.8 When a ported telephone number becomes vacant, ***e.g.,*** the telephone number is no longer in service by the original End User Customer, the ported telephone number will snap-back to the LERG-assigned thousands block holder or the NXX code holder if pooling is being utilized in the Rate Center.

1.2.9 Each Party shall become responsible for the End User Customer's other telecommunications-related items, *e.g.*, E911, Directory Listings, Operator Services, Line Information Database (LIDR), when it ports the end user's telephone number to its switch.

1.3 Cut-Over Process for Number Porting Orders

1.3.1 TDT Cut-Overs.

1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyLink will update its CenturyLink Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.

1.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.

1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

1.3.2 Coordinated Hot Cuts (CHC).

1.3.2.1 Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyLink Service Guide.

1.3.2.2 Pricing for Number Portability Coordinated Hot Cuts (CHCs).

1.3.2.2.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Article XI (Pricing).

1.3.2.2.2 For calculating “time” and/or “additional time” labor

charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

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

2.1 Via Tariff or Separate Agreement

To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. § 153(46), CenturyLink and MCC shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyLink or MCC desires access to the other Party's poles, ducts, conduits or ROWs, the Party seeking access shall make such a request in writing, and the Parties shall negotiate the terms and conditions for such access in accordance with Applicable Law. Such terms and conditions shall be contained in separate, stand-alone agreement.

2.2 Pole Attachment & Conduit Occupancy Agreements

MCC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyLink's facilities or uses CenturyLink's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

3.0 TERMS AND CONDITIONS FOR PROVIDING INTERCONNECTION AND DATABASE ACCESS FOR 911/E911 SERVICES

Where CenturyLink is the 911/E911 service provider in a particular Rate Center in which MCC is authorized to provide Telephone Exchange Service, MCC may connect to the CenturyLink 911/E911 Selective Router (SR) that serves such Rate Centers for the provision of 911/E911 services to its End User Customers and for access to all subtending Public Safety Answering Points (PSAPs). CenturyLink's provision of such 911/E911 services to MCC shall be governed by the rates, terms and conditions set forth in CenturyLink's applicable Tariff.

4.0 DIRECTORY LISTINGS & DIRECTORY DISTRIBUTION

Directory listings and directory distribution services for MCC's End User Customers will be provided by CenturyLink to MCC pursuant to the rates, terms and conditions set forth in Appendix A.

5.0 NETWORK INTERFACE DEVICE

5.1 CenturyLink will provide nondiscriminatory access to either side of the Network Interface Device (NID). CenturyLink shall provide access to the NID under the

following terms and conditions. Rates and charges applicable to NIDs are set forth in Article VII (Pricing), and such rates and charges shall apply.

5.2 The NID is defined as any means of interconnection of customer premises wiring to CenturyLink's distribution plant, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the closest access point to the demarcation point between the loop (inclusive of the NID) and the End User Customer's inside wire. Except in multi-unit tenant properties where CenturyLink owns and maintains control over inside wire within a building, maintenance and control of the End User Customer's inside wiring (*i.e.*, on the End User Customer's side of the NID) is under the control of the End User Customer. Conflicts between telephone service providers for access to the End User's inside wire on the End User's side of the NID must be resolved by the End User.

5.3 MCC may obtain access to the NID on CenturyLink's network side or the End User Customer's side on a stand-alone basis to permit MCC to connect its own loop facilities to the premises wiring at any customer location. MCC may not connect to or otherwise access the End User Customer side of the NID except in accordance with these terms. Any repairs, upgrade and/or rearrangements to the NID requested or required by MCC will be performed by CenturyLink based on the Time and Material Charges set out in Article VII (Pricing). CenturyLink, at the request of MCC, will disconnect the CenturyLink Local Loop from the NID, at charges reflected in Article VII (Pricing). MCC may elect to disconnect CenturyLink's Local Loop from the NID on the customer's side of the NID, but MCC shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall MCC connect to either side of the NID unless the CenturyLink network is first disconnected from the NID as set forth in this Article.

5.4 With respect to multiple dwelling units or multiple-unit business premises, MCC shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyLink's NID.

5.5 CenturyLink shall be under no obligation to install a NID in order to enable MCC to interconnect to such NID, but CenturyLink shall make available to MCC any NID that exists at the time MCC seeks interconnections to a NID to serve an End User Customer. The NIDs that MCC uses under this Article will be existing NIDs already installed by CenturyLink to serve its End Users.

5.6 In no case shall MCC access, remove, disconnect or in any other way rearrange CenturyLink's loop facilities from CenturyLink's NIDs, enclosures or protectors. In no case shall MCC attach to, remove or disconnect ground wires from CenturyLink's NIDs, enclosures or protectors. In no case shall MCC remove or disconnect NID modules, protectors or terminals from CenturyLink's NID enclosures.

5.7 MCC may access the End User Customer's side of the NID for the purpose of disconnecting and capping off the End User's premises wiring or removing the End User's premises wiring for connection to MCC's own NID without any charge to MCC being incurred. Any other access to the End User Customer's side of the NID that involves the insertion or use of any wiring owned or provided by MCC in a connection of any type to the End User premises wiring or to any NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyLink NID.

5.8 Ordering Processes & Provisioning Intervals. The ordering processes and standard provisioning intervals applicable to NIDs made available pursuant to this Article shall be as set forth in the CenturyLink Service Guide. Standard provisioning intervals shall be substantially the same as the intervals under which CenturyLink provisions the same service to itself.

ARTICLE VII: PRICING

I. GENERAL PRICING

Pre-ordering

CLEC Account Establishment Per CLEC	$273.09
Customer Record Search Per Account	$ 5.25

Service Order Charge for all LSRs

(including Number Portability and NID LSRs)	$ 15.00
Service Order Expedite:	$150.00
Coordinated Hot Cut (First qtr hour)	$25.00
(Add'l qtr hour)	$5.00
Time and Materials	TBD
Network Inteface Device	$43.69

Application of NRCs

Pre-ordering:

"CLEC Account Establishment" is a one-time charge applied the first time that MCC orders any service.

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

"Service Order Charge" all for all LSRs_(including Number Portability) will be applicable when submitting a Local Service Request (LSR) for any reason other than for CSR purposes. 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. CenturyLink will bill the service order charge for an LSR regardless if the LSR is later supplemented, clarified, or cancelled.

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

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

"Coordinated Hot Cut" applies when the LSR (Local Service Request) requests a Coordinated Hot Cut - a combined and simultaneous effort between CenturyLink and MCC to perform the completion of a local service request order.

"Time and Materials" charges apply for non-standard or individual-case-basis work requested by MCC.

NID Outside Facility Connection applies in addition to the ISO when incremental fieldwork is required.

II. INTERCONNECTION PRICING

Interconnection pricing will be applied as defined and pursuant to the terms in Article V.

A. Reciprocal Compensation

Local Traffic excluding Local Traffic that is also Information Access / ISP-Bound Traffic	TBD
Local Traffic that is also Information Access / ISP-Bound Traffic	$0.00

B. Tandem Switching and Transiting

Tandem Switching	Switched access tariff rate
Tandem Transport	Switched access tariff rate
Transport Termination	Switched access tariff rate

C. Transiting Charge:

Tandem Switching:	Switched access tariff rate
Tandem Transport	Switched access tariff rate
Transport Termination	Switched access tariff rate

D. Initial Factors:

Initial CenturyLink Originated Local Traffic Factor 50%

SIGNATURE

MCC Telephony of the Midwest,LLC	CenturyTel of the Midwest-Wisconsin, LLC dba CenturyLink
Signature:	Signature:
Name: Daniel P. Templin	Name: Michael R. Hunsucker
Title: Group Vice President, Strategic Marketing	Title: Director – Contract Management
Date: 4/20/10	Date: 5-7-10

DIRECTORY SERVICES APPENDIX A

1. SCOPE

CenturyTel, either directly or through a third party, publishes and distributes alphabetical (white pages) and/or classified (yellow pages) telephone directories (hereinafter the "Directory" or "Directories" as the case may be) in certain CenturyTel local exchange service areas (the "CenturyTel Local Areas").

This Appendix sets forth the rates, terms and conditions pursuant to which CenturyTel agrees to provide to MCC basic services associated with the Directories such as publication of listings and distribution (the "Directory Services" or "Services") as more particularly described in of this Appendix. These terms are applicable only to hard copy directory books. CenturyTel and MCC may, from time to time, agree on the provision of additional services ("Additional Services"), which shall be furnished pursuant to addendums to this Appendix and governed by the terms and conditions set forth in this Agreement. No addendum for Additional Services shall be binding unless signed by the Parties.

2. MCC OBLIGATIONS AND RESPONSIBILITIES

The following obligations shall be the responsibility of MCC, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth on ***Exhibit A*** attached hereto:

a. MCC shall submit to CenturyTel or, if so elected by MCC to submit an annual data file as provided herein, its designated third party publisher ("Publisher") all Listing Information (as hereinafter defined) relating to its subscribers ("Subscribers") who desire published listings within a CenturyTel Directory. For purposes of this Agreement, "Listing Information" shall consist of the Subscriber's name, address, telephone number, desired yellow pages classified heading (if any), and any other required listing information. Under no circumstances shall MCC provide Subscriber data as a part of Listing Information for those Subscribers who do not desire published listings. Listing Information shall be supplied by MCC without charge to CenturyTel. Listing Information shall be supplied, to CenturyTel, in a Local Service Request ("LSR") or a standalone Directory Service Request ("DSR") or, if to the Publisher, in a data file format as provided herein. Listing Information shall be submitted within the time frames as reasonably directed by CenturyTel and in accordance with established service guidelines in the CenturyTel Service Guide, which may be accessed at http://business.centurytel.com//business/Wholesale/. Listing

Information provided to CenturyTel via an LSR or DSR will be used by CenturyTel for purposes related to publishing directory listings.

b. If providing Listing Information via an LSR or DSR, MCC shall separately provide to CenturyTel Directory delivery address data for Subscribers, if different from the Listing Information, and for those Subscribers who do not desire published listings. Where MCC elects to send an annual data file of Listing Information to the Publisher, MCC shall provide a separate distribution file to the Publisher.

c. If required for resolution of a Directory related inquiry, request or complaint received by MCC from its Subscribers, MCC shall promptly notify CenturyTel, but in any event within ten (10) days, of receipt of such inquiry, request, or complaint and shall reasonably cooperate with CenturyTel and Publisher to resolve such matters in a timely and expeditious manner. If the Parties are unable to resolve such matters within thirty (30) days, either Party may invoke the Dispute Resolution process in Article III, Section 20 of this Agreement.

d. If providing Listing Information via an LSR or DSR, MCC shall process all Listing Information change requests received from its Subscribers within commercially reasonable time frames.

e. If providing Listing Information via an LSR or DSR, MCC shall transmit to CenturyTel all information arising from Subscriber transactions that should result in an addition to, a change in or a deletion of any Listing Information previously transmitted by MCC to CenturyTel and held in CenturyTel's database.

f. MCC will pay charges as set forth in the attached ***Exhibit A, Directory Services Fee Schedule***, for Services. Such charges shall include, but are not limited to, expenses associated with work performed by the Publisher, as identified in Exhibit A. Where MCC requests services or work that is outside the scope of that set forth in Exhibit A, CenturyTel shall provide the proposed charges, with explanation of the basis for the charges, and obtain prior written approval from MCC to undertake such work on MCC's behalf.

g. For Listing Information held in the CenturyTel database, Galley Proofs (as hereinafter defined) are provided at no charge by CenturyTel 30 days prior to the annual Business Office Close ("BOC") for a Directory. MCC shall review the Galley Proofs and provide corrections to CenturyTel no later than five (5) business days prior to the BOC ("cut-off date"). Such cut-off date shall be at parity with that required for CenturyTel to enter corrections of its own Listing Information. Notwithstanding the foregoing, should either Party identify pervasive or systemic errors requiring corrections to more that 10 percent of MCC's listings, MCC will take commercially reasonable efforts to initiate the process of submitting corrections no later that 15 days prior BOC. MCC expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory and that changes are subject to a change charge as listed for Galley Proof changes in Exhibit A; provided however, no charge is applied if the error was made by CenturyTel. In the event MCC fails to provide CenturyTel with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and MCC shall indemnify CenturyTel for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs provided, however, that CenturyTel provides the Galley Proofs to MCC with the time frames required herein and that such Galley Proofs have not been modified after MCC's review. MCC may request additional Galley Proofs with at least one (1) week's advance notice to CenturyTel and at charges as provided in Exhibit B.

h. If MCC elects to provide Listing Information via an annual data file to the CenturyTel Publisher, MCC will: (i) provide the annual one time data file for each individual directory to the Publisher prior to the BOC, with notice to CenturyTel at least forty-five (45) days prior to file submission of MCC intent to provide a data file of Listing Information; and (ii) provide the data file of Listing Information in a format as provided in Section 7 of this Appendix.

3. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES

During the Term of this Agreement, the responsibilities of CenturyTel and, as directed by CenturyTel, its Publisher, shall be the following:

a. CenturyTel shall include one standard listing ("MCC Listing") for each Subscriber, at no charge to MCC or MCC's subscribers, for whom CenturyTel or its Publisher receives Listing Information in CenturyTel's Directories for a CenturyTel Local Area in accordance with *Exhibit A*. Standard MCC Listings shall be interfiled alphabetically with listings of other local exchange telephone company subscribers and treated in the same manner as CenturyTel Listings and pursuant to this Appendix.

b. Where MCC submits Listing Information via the LSR/DSR process, CenturyTel shall make reasonable provisions to ensure that MCC Subscribers' Listing Information is properly entered into the CenturyTel database and transmitted to Publisher, as provided by MCC. In the event that CenturyTel incorrectly publishes the Listing Information of a MCC subscriber(s), through no fault of MCC, CenturyTel shall promptly, but in any event within ten (10) days of notice from MCC, take actions to correct the Listing Information in the CenturyTel database used for publishing Directories, and will reasonably cooperate with MCC to investigate and resolve the cause of the errors in an expeditious manner. If the Parties disagree as to their responsibilities pursuant to this Section 3 b, either Party may invoke the Dispute Resolution terms of this Agreement.

c. CenturyTel shall make available, at no charge to MCC or its Subscribers, one listing for each MCC business customer under the appropriate heading (if such heading is supplied by MCC) in CenturyTel's applicable classified Directories, such headings and Directories to be determined at CenturyTel's discretion. CenturyTel shall work cooperatively with MCC to ensure any such listings for government agencies are also included in the appropriate section and under the appropriate heading.

d. CenturyTel shall include, at no additional charge, MCC critical contact information alphabetically (by local exchange carrier) in the information pages of its alphabetical Directories (but only where such information pages are otherwise included in a given Directory) for communities where MCC offers Local Service, in accordance with CenturyTel's standards for inclusion in a given Directory. For this purpose, MCC must: supply in a timely manner critical contact information needed by CenturyTel to produce information pages, and ensure that critical contact information telephone numbers are working numbers. Critical contact information includes MCC's name and logo, telephone numbers for telephone services, billing, and repair services.

e. Except as provided in Section 7.b. below for the annual one time submission of Listing Information to the Publisher, CenturyTel shall not be restricted in supplying to third party directory publishers MCC Subscriber Information pursuant to this Appendix and interfiled with Listing Information of CenturyTel and other CLEC subscribers as may be required to fulfill regulatory and legal requirements for the sole purpose of publishing directory listings. Further, the Parties agree that such Listing Information provided to third party directory publishers shall not contain information or data that could be used to distinguish MCC Subscribers from CenturyTel or other CLEC Subscribers.

f. CenturyTel shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to MCC or Subscribers, in accordance with CenturyTel's procedures, provided that physical Directory delivery information has been provided by MCC. Thereafter, and for the life of the Directory, CenturyTel shall undertake distribution to all new MCC Subscribers and those existing Subscribers that need replacement or additional copies ("Secondary Distribution") upon CenturyTel's receipt of necessary Subscriber information. Such Secondary Distribution shall be in accordance with CenturyTel's standard procedures. CenturyTel shall make available in the published Directory to MCC's Subscribers an 800 number to use for any Secondary Distribution requirements.

g. Except where MCC elects to submit Listing Information directly to the Publisher, CenturyTel shall provide an extract of MCC Subscribers' alphabetical listings thirty (30) days prior to the Business Office Close ("BOC") date for a Directory publication (generally referred to as a "Galley Proof"). Said review process shall be subject to the availability of MCC Listings in advance of publication and within the time/deadline constraints imposed by CenturyTel and/or its Publisher as set forth above in Section 2. MCC shall be responsible for any costs associated with the review process charged by CenturyTel and/or its Publisher; provided however, where such costs associated with the review process are not set forth in Exhibit B to this Agreement, CenturyTel shall provide in writing costs to be incurred and obtain the prior written consent of MCC before engaging in any such work on behalf of MCC.

h. Within ten (10) business days of a request by MCC, CenturyTel will provide MCC with the appropriate contact information for the CenturyTel directory publisher.

i. CenturyTel shall provide notice of Directory Service process or guideline changes to MCC as soon as such change is practicably known to CenturyTel but no less than thirty (30) days prior to the effective date of such change. Notice of such changes will be provided via the Electronic web notification process.

4. DIRECTORY ADVERTISING

MCC acknowledges and agrees that this Agreement does not cover the provision of Directory advertising, and MCC expressly acknowledges that any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyTel's standard Contract for Directory Advertising Services, and at the prices which CenturyTel may have in effect from time to time.

5. COOPERATION

The Parties acknowledge and agree that cooperation between them will be required to serve the needs of each Party's subscribers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such subscribers.

6. SALES AND PUBLISHING PROCEDURES

CenturyTel shall maintain full authority over its Directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All MCC listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of CenturyTel's Directories. CenturyTel shall periodically supply MCC with updates concerning publishing schedules and related matters. Further, whenever there is a change in publishing schedules for CenturyTel's Directories, notice of such change shall be provided to MCC through the CLEC electronic notification process pursuant to the timeframes provided for Directory Services in this Appendix. To receive such notices, MCC must sign up for Electronic Notification located at http://business.centurytel.com/business/Wholesale/.

Nothing in this Agreement shall be construed as limiting CenturyTel from entering into an agreement with a third party, in its sole discretion, to act as Publisher; provided however, in the event that MCC chooses to provide listings via an annual data file, CenturyTel will notify MCC in writing of a change of publishers, which notice will be no more than ten (10) days following the effective date of a decision to change in publishers. Such notice will include contact information of the new directory Publisher and any known changes that will impact the process by which the MCC's listings are to be included in the directory publication and distribution.

7. SUBMISSION OF LISTINGS FOR PUBLICATION

MCC may choose to send Subscriber Listing Information via the LSR/DSR process or an annual data file. For each directory market, MCC must choose either the LSR/DSR process or the annual data file method. If at any time MCC wishes to change the methodology used in the previous year's Directory for a specific area, MCC must notify in writing to CenturyTel and the appropriate process will be instituted with the publication of the next publish date of the directory. In no event will this notification be less than one-hundred eighty (180) days before the close date of the affected directory.

a. LSR/DSR Option for submitting Directory Listings

1. MCC will submit directory listing requests for all listings, additions, changes, deletions via the LSR/DSR Process.

2. Notwithstanding anything herein or in related documents or guidelines, unless otherwise agreed by the Parties, CenturyTel will process all MCC orders within forty-eight (48) hours of being submitted by MCC.

b. Annual File

1. MCC may submit listings via an annual data file on a per Directory basis. Listing Information submitted via an annual data file will not be entered into CenturyTel's own system, or rekeyed. CenturyTel shall direct its Publisher to handle Listing Information submitted via an annual data file by MCC pursuant to the terms of this Appendix and interfile MCC Subscriber Listings alphabetically with CenturyTel's Subscriber Listings in the local white pages, and where applicable the Yellow Pages for business listings.

2. The File should be supplied in an Excel spreadsheet, or other format as the Parties may mutually agree, with listing name, number and address information. Any captions should have indent levels supplied and any business listing should have a Yellow Page Header supplied as well. A separate file should be sent for each book and should include only those numbers that are to be published.

3. It is MCC's responsibility to ensure the annual data file is provided to CenturyTel and or the Publisher (if so elected by MCC) before the corresponding close date each year; provided however, CenturyTel must provide notice of the close date each year at least one hundred twenty (120) days prior to such close date

4. MCC will provide a separate distribution file (marked 'distribution only') containing all subscribers for the applicable Directory area.

5. MCC is responsible for selling its listings to third party requestors if MCC selects the annual data file method.

6. There is no charge for the annual data file to be supplied by MCC.

EXHIBIT A

Description of Services:

Preliminary Pages

- Critical customer contact numbers for billing, service, repair
- Listing of MCC name and address in alpha order on page(s) titled "Other Telephone Service Providers"

Directory Listings

- A white pages listing for each published MCC subscriber
- A standard regular listing in classified section of directory for each business
  - A complete list of classified headings and a directory production schedule, with service order close and galley due dates, will be provided
- Fulfillment of orders for directory listings to 3rd party directory publishers on behalf of MCC *
- A listing in the appropriate section of the directory for government agencies.

White Pages Galleys *

- One white pages galley for each directory to proof prior to publication at no charge
- Additional galleys available upon request
- One white page galley will be supplied only if the listings are maintained by CenturyTel

Copies of Directories

- One copy of telephone directory to MCC at time of publication
- Delivery of directories to MCC subscribers, (quantity of 1 per residence and 2 per business unless otherwise specified for hand delivery. For mailed, all quantities default to 1) during initial distribution
- For secondary distribution 800# must be used.

Directory Service Request *

- Service order processing to update, establish or change a directory listing

***Applies only where the LSR/DSR Process is used by MCC**

DIRECTORY SERVICES FEE SCHEDULE:

Item	Description	Fee
Preliminary Pages	Listing of MCC and contact numbers	No Charge
Directory Listings	Subscriber Listings	No Charge
Additional Listing		See attached Schedule of Tariff references

Other Directory Listing Services shall be provided at rates set forth in applicable tariffs.

White Pages Galleys	First galley	No Charge
Ad Hoc (Each Additional) Galley		$150.00 ea.
Copies of Directories for Subscribers		No Charge

Directory Service Request (DSR applies when Directory request is made in a separate stand alone submission).

Request to update or establish listing $7.50