CENTURYTEL

March 7, 2007

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: Application for Approval of an EAS Traffic Exchange Agreement between CenturyTel of Northwest Wisconsin, LLC, and Frontier Communications of America, Inc.

Dear Ms. Paske:

CenturyTel hereby requests approval pursuant to 47 USC §252 of the EAS Traffic Exchange Agreement between CenturyTel of Northwest Wisconsin, LLC, LLC and Frontier Communications of America, Inc.

I have been authorized by Frontier Communications of America, Inc. to submit for Commission approval, pursuant to 47 USC §252(e) the enclosed EAS Traffic Exchange Agreement

I hereby certify that a copy of this filing has been served via U.S. mail as follows:

Frontier, A Citizens Communications Company
ATTN: Director, Carrier Services
180 South Clinton Avenue
Rochester, NY 14646

Frontier, A Citizens Communications Company
ATTN: Kevin Saville, Associate General Counsel
2378 Wilshire Boulevard
Mound, MN 55364

Frontier, A Citizens Communications Company
ATTN: Julie Thompson, Interconnection Manager
14450 Burnhaven Drive
Burnsville, MN 55306

Re: Application for Approval of an EAS Traffic Exchange Agreement between CenturyTel of Northwest Wisconsin, LLC and Frontier Communications of America, Inc.

If you have any questions, please call Kate Proctor at 608-796-5407.

Sincerely yours,

/s/Todd J. Stein
Director of External Affairs
Midwest Region

TJS:kp

Enclosure

cc: Lorenzo.Cruz@CenturyTel.com
Ken.Barth@psc.state.wi.us
Joey.Bales@CenturyTel.com
Donna.Barham@CenturyTel.com
Todd.Stein@CenturyTel.com

EAS TRAFFIC EXCHANGE AGREEMENT

BETWEEN

CENTURYTEL OF NORTHWEST WISCONSIN, LLC

AND

FRONTIER COMMUNICATIONS OF AMERICA, INC

IN THE STATE OF WISCONSIN

This EAS Traffic Exchange Agreement (the "Agreement") is by and between CenturyTel of Northwest Wisconsin, LLC with the address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Frontier Communications of America, Inc. ("FCA"), in its capacity as a certified Provider of local two-way wireline dial-tone service, with its address for this Agreement at 180 South Clinton Avenue, Rochester, NY 14646 (CenturyTel and FCA being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Wisconsin only (the "State").

WHEREAS, connection between Local Exchange Carriers ("LECs") is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network;

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

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

WHEREAS, this agreement is entered into under Section 251 of the Telecommunications Act of 1996 (the "Act").

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CenturyTel and FCA hereby covenant and agree as follows:

ARTICLE I

SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of the exchange of EAS Traffic between their respective end-user customers. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements.

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

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

Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be 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 reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Unless otherwise specifically determined by the Commission or unless specifically otherwise noted in the provision contained in this Agreement, in cases of conflict between this Agreement and CenturyTel's Tariffs relating to CenturyTel's or FCA's rights or obligations under this Agreement, then the rates, terms, and conditions of the CenturyTel Tariff shall prevail.

ARTICLE II

DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, in case of any interpretation question, the standard definitions in CenturyTel's Section 251 Interconnection agreement template as set forth in Appendix C attached to this Agreement and made a part hereof shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in Appendix C and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

Terms not otherwise defined here but defined in the Telecom Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or it's implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

ARTICLE III

GENERAL PROVISIONS

1. Scope of General Provisions.

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

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be for a period of two (2) years from the Effective Date of this Agreement as defined in Section 38 provided that either Party will have the right to terminate this Agreement with or without cause on sixty (60) days written notice or to request negotiations of an amendment to this Agreement. Thereafter, this Agreement shall automatically renew month-to-month unless terminated as provided above. CenturyTel reserves the right to deny a request for negotiations of an amendment and to require negotiation of a new agreement pursuant to Sec 251 (c)(1) of Title 47 of the U. S. Code. If FCA wishes to serve customers located within CenturyTel's local serving area, FCA will initiate a written request to pursue negotiations under Section 251 of the Act.

2.2 Post Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.5, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

(a) As if under this Agreement, if either Party has requested negotiations for a new agreement, until this Agreement has been replaced by a new agreement.

(b) Prior to the conclusion of the negotiations term specified above, FCA may petition for adoption of a then-existing valid and unexpired traffic exchange agreement on file with the state commission if FCA so chooses. These adopted terms and conditions will commence immediately upon the expiration of the term of this agreement.

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

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within twenty (20) Business

Days of receipt of written notice thereof. Following CenturyTel's notice to FCA of its Default, CenturyTel shall not be required to process new service orders until the Default is timely cured. Default is defined to include:

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

(b) A Party's Certificate of Operating Authority has been revoked by the Commission, or

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

2.4 Termination Upon Implementation Inactivity.

Notwithstanding anything to the contrary contained herein, CenturyTel may terminate this Agreement in the event FCA has not implemented any exchange of traffic between CenturyTel and FCA customers within one (1) year from the Effective Date of this Agreement.

2.5 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) Business 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.

2.6 Liability Upon Termination.

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

3. Amendments.

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

4. Assignment.

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

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and FCA has not relied on CenturyTel counsel or on representations by CenturyTel personnel not specifically contained in this Agreement, in entering into this Agreement

6. Responsibility for Payment.

If FCA orders trunking facilities, CenturyTel may charge FCA and FCA will pay CenturyTel a deposit before CenturyTel is required to perform under this Agreement, if CenturyTel so deems a deposit appropriate after examination of FCA's payment and/or credit history. Such deposit will be calculated based on the greater of CenturyTel's estimated two-month charges to FCA using FCA's forecast of any service to be ordered from CenturyTel or $5000 if no forecast is made by FCA. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing from the service. CenturyTel reserves the right to modify the deposit if FCA is repeatedly delinquent in making its payments, or FCA is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyTel due to a previous nonpayment situation, or when, in its sole judgment, the conditions justify such action based on actual billing history and the credit rating of FCA. "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. Interest will be paid on the deposit in accordance with state requirements for end user deposits. The fact that a deposit has been made in no way relieves FCA from complying with CenturyTel's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of CenturyTel providing for the discontinuance of service for non-payment of any sums due CenturyTel.

An additional deposit amount may be required at any time after the submission of the original deposit if FCA's average monthly billing exceeds the estimated two-months billing and in CenturyTel's sole judgment an additional deposit amount is warranted or if FCA has failed to make timely payments in accordance with Section 10.2

The deposit may be a cash deposit or an unconditional, irrevocable letter of credit if allowed by the applicable Commission regulations. Required deposits are due and payable within thirty (30) calendar Days after demand or FCA will be judged in default of Agreement and CenturyTel may cease providing services to FCA pursuant to Section 10.2 and pursue its rights of remedy under this Agreement.

7. CLEC Profile.

The CLEC Profile in the form provided by CenturyTel must be completed by FCA and returned to CenturyTel; and, if invoked by FCA orders under Section 6 terms, an advanced deposit paid. Among other things FCA will provide CenturyTel with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide. FCA agrees to warrant to CenturyTel that it is a certified provider of telecommunications service in the state of Minnesota and is legally able to exchange traffic with a local calling area(s) located in the State of Wisconsin. FCA will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as required to reflect its current certification.

8. Contact Exchange.

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

9. Ordering and Electronic Interface.

A web-based interface is currently being used for FCA to order non-access services. Manual, facsimile or email interfaces may only be used if first confirmed with and agreed upon by CenturyTel's CLEC Service Group personnel. If CenturyTel later makes enhanced electronic interface ordering available to FCA for non-access services, then the parties agree that, to the extent practicable, the enhanced electronic interface will be used by FCA for ordering services and any manual, facsimile or email interface will be discontinued unless this is impracticable.

10. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), FCA and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

10.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year or the applicable Federal or State statute of limitations, whichever is longer.

10.2 Payment.

FCA shall remit payment in full of the undisputed portion of its bill within thirty (30) calendar days after each Invoice/Bill Date (the "Bill Due Date") and CenturyTel shall be paid in accordance with the terms of this Agreement. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next business day. Late payment charges, if any, will be assessed in accordance with the requirements in this Agreement.

One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant services, less any disputed amount as provided for in Section 11 of this Agreement, for the relevant services provided under this Agreement within ten (10) calendar Days following the payment due date. The Billing Party will notify the other Party in writing at least five (5) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the five (5) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. 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.

The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 11 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in this Agreement or the applicable tariff required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party at least five (5) business days prior to disconnection of the unpaid service(s). Such notification may be included in and concurrent with a notification to refuse to accept additional orders so long as the appropriate dates for each consequence are listed. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the five (5) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. 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 will request a deposit (or recalculate the deposit) from the billed Party, pursuant to this Section. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

10.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount of 1½% charge per month, or the maximum nonusurious rate of interest under applicable law. Such late payment charges shall be included on the Provider's next statement.

10.4 Traffic Audits

On twenty (20) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CenturyTel and FCA shall retain records of call detail for a minimum of nine months from which a PLU and/or 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 calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. If either Party is found to be exchanging anything other than local EAS traffic, the offending Party will be in default of Agreement under Section 2.3 (c). Notwithstanding any other remedy provided herein, if, as a result of an audit, the audited Party is found to be in default of traffic exchange terms, that Party shall reimburse the auditing Party for the cost of the audit.

11. Audits

11.1 Audit Rights.

Subject to restrictions regarding Proprietary Information set forth in this

Agreement, a Party (Auditing Party) may audit the other Party's (Audited Party) books, records, data and other documents, as provided herein, one time each Contract Year for the purpose of evaluating the accuracy of Audited Party's billing and invoicing. For purposes of this Section 11.1 "Contract Year: means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof. The scope of the audit shall be limited to the services provided and 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. Except as otherwise agreed upon by the Parties, such audit shall begin no fewer than thirty (30) days after Audited Party receives a written notice requesting an audit and shall be completed no later than forty-five (45) calendar days after the start of such audit. Such audit shall be conducted by one (1) or more auditor(s) mutually agreed upon by the Parties. The Parties shall select such auditor(s) by the thirtieth day following the Audited Party's receipt of a written audit notice. The Auditing Party shall cause the auditor(s) to execute a nondisclosure agreement in a form agreed upon by the Parties. Notwithstanding the foregoing, an Auditing Party may audit as provided herein more than one time during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in Audited Party's favor with an aggregate value of at least one and one-half percent (1 ½%) of the amounts payable by Auditing Party for audited services provided during the period covered by the audit.

11.2 Expenses

Each Party shall bear its own expenses in connection with the conduct of the audit. Each audit shall be conducted on the premises of Audited Party during normal business hours. Audited Party shall cooperate fully in any such audit, providing the auditor reasonable access to any and all appropriate Audited Party employees and books, records and other documents reasonably necessary to assess the accuracy of Audited Party's billing and invoicing. No Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. Audited Party may redact from the books, records and other documents provided to the auditor any confidential Audited Party information that reveals the identity of other Customers of 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.

11.3 Adjustments

Adjustments to 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. Audited Party will provide a formal written response to any findings in an audit within thirty (30) days of receipt of any such findings.

Auditing Party in turn will respond to Audited Party's response within forty-five (45) days of receipt of Audited Party's response.

11.4 Overcharge or Undercharge

If any audit examination confirms any undercharge or overcharge, then Audited Party shall (i) for any overpayment promptly correct any billing error, including making refund of any overpayment by Auditing 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 and (ii) for any undercharge caused by the actions of or failure to act by Audited Party, immediately compensate Auditing Party for such undercharge, in each case with interest at the lesser of (x) one and one-half (1 ½%) percent per month and (y) 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. Notwithstanding the foregoing, FCA shall not be liable for any under billed Charges for which Customer Usage Data was not furnished by CenturyTel to FCA within six (6) months of the date such usage was incurred.

11.5 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) days of the referral, either Party may request in writing that one additional audit shall be conducted by an auditor acceptable to both Parties, subject to the requirements set out in this Audit Section. Such additional audit shall be at the requesting Party's expense. If the second audit fails to resolve the Dispute, the matter shall be resolved in accordance with the procedures set forth herein regarding Dispute Resolution.

12. Disputed Amounts

Should either Party dispute, in good faith, any portion of the nonrecurring charges or monthly Billing under this Agreement, each Party will notify the other Party in writing the amount, reason and rationale of such dispute ("Disputed Amounts") in accordance with the guidelines for submitting dispute claims outlined in the CenturyTel Service Guide ("Guide"). Dispute claims should be submitted no later than the payment due date. Failure by the either Party to file claims before the due date means that the total charges billed are due and payable on the due date. Neither Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due that do not have a written dispute filed on or prior to the due date. If either Party disputes charges after the payment due date and has not paid such charges, such charges may be subject to late payment charges. Both Parties 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 any other rights or remedies.

12.1 If FCA disputes any charges and any portion of the dispute is resolved in favor of FCA, the Parties shall cooperate to ensure that all of the following actions are taken:

12.1.1 CenturyTel shall credit the invoice of FCA for that portion of the Disputed Amounts resolved in favor of FCA, together with any Late Payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the Dispute.

13. Binding Effect.

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

14. Capacity Planning and Forecasting.

Within twenty (20) Business 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 EAS traffic. CenturyTel may delay processing FCA service orders should FCA not perform obligations as specified in this Section 14.

Such responsibilities shall include but are not limited to the following:

14.1 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.

14.2 FCA will furnish to CenturyTel information that provides for annual forecasts of facility/demand forecasts.

14.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities.

14.4 FCA shall notify CenturyTel promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve. FCA orders that exceed the capacity of the FCA's forecast shall only be filled by CenturyTel to the extent the requested capacity is Currently Available.

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

14.6 CenturyTel reserves the right to assess FCA a stranded plant or discontinued service order charge for capacity forecast by FCA but then not used by FCA, to the extent that CenturyTel built the plant based on FCA's order.

15. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

16. Confidential Information.

16.1 Identification.

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

Notwithstanding the foregoing, preorders and all orders for services placed by FCA pursuant to this Agreement, and information that would constitute customer proprietary network information of FCA end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to FCA end users, whether disclosed by FCA to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement shall constitute Confidential Information under this Agreement.

16.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

(a) That all Confidential Information shall be and shall remain the exclusive property of the source;

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

(e) To return promptly any copies of such Confidential Information to the source at its request; and

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

(g) A Receiving Party will be entitled to disclose or provide Confidential Information as required by any governmental authority or Applicable Law.

16.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons

having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

16.4 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.

17. Consent.

Where consent notice, approval, mutual agreement, or similar action is permitted or required of a Party by any provision of this Agreement, it shall not be conditional, unreasonably withheld, or delayed.

18. Fraud.

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

19. Reimbursement of Expenses.

In performing under this Agreement CenturyTel may be required at FCA's request to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event, CenturyTel is entitled to reimbursement from FCA for all such costs. For all such costs and expenses, CenturyTel shall receive through non-recurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel's common costs. Prior to incurring any such costs to be charged to FCA, CenturyTel shall notify FCA of the costs and FCA shall approve or disapprove such expenditure. CenturyTel shall not incur or bill FCA for such costs without written acceptance from FCA.

20. Dispute Resolution.

The following remedy exists for dispute resolution (except that the terms of Section 12 of this Article shall first apply to any billing disputes).

20.1 Alternative to Litigation.

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

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 by non-lawyer, business representatives. The location,

format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Discussions and correspondence among the representatives prepared specifically for the 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. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as to submit the matter to the Commission for non-binding mediation. If mediation by the Commission is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute, or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

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. At the election of either Party, arbitration shall be before the Commission. Otherwise, arbitration shall be 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. 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 such arbitration in accordance with the procedures set out in 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) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.

(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

20.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 20.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a

service affecting dispute is submitted to arbitration, 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.

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).

20.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement. However, during the pendency of any dispute resolution procedures CenturyTel reserves the right not to accept new FCA service orders.

21. 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. Expenses.

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

23. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. It is expressly agreed that financial difficulties of a Party are not subject to this Section.

24. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.

25. Governing Law.

This Agreement shall be governed by and construed in accordance with applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

26. Standard Practices.

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

27. Headings.

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

28. Independent Contractor Relationship.

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

29. Law Enforcement Interface.

27.1 Except to the extent not available in connection with CenturyTel's operation of its own business, CenturyTel shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

27.2 CenturyTel agrees to work jointly with FCA in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for FCA customers will be billed to FCA.

27.3 CenturyTel will, in non-emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a FCA Customer and shall refer them to FCA.

30. Liability and Indemnity.

30.1 Indemnification.

Subject to the limitations set forth in Section 30.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for

invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

30.2 End-User and Content-Related Claims.

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

30.3 DISCLAIMER.

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

30.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses either Party may recover, including those under Section 19 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or

performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

30.5 Intellectual Property.

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

31. Multiple Counterparts.

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

32. No Third Party Beneficiaries.

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

33. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable street or post office box address indicated 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 provide their E-mail addresses below to facilitate informal communications.

If to CenturyTel:

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

If to FCA:

Frontier, A Citizens Communications Company
Attn: Director Carrier Services
180 South Clinton Avenue
Rochester, New York 14646
Telephone number: (585) 777-7124
Facsimile number: (585) 424-1196

With Copy To:

Frontier, A Citizens Communications Company
Attn: Kevin Saville, Associate General Counsel
2378 Wilshire Blvd.
Mound, MN 55364
Telephone: (952) 492-5564
Facsimile: (952) 491-5515

And

Frontier, A Citizens Communications Company
Attn: Julie Thompson, Interconnection Manager
14450 Burnhaven Drive
Burnsville, MN 55306
Telephone: (952) 435-1387
Facsimile: (952) 435-1126

34. Protection.

34.1 Impairment of Service.

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

34.2 Resolution.

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

35. Publicity.

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

36. Regulatory Agency Control.

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

37. Changes in Legal Requirements.

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

38. Effective Date.

This Agreement will be effective upon execution by both Parties unless subsequent Commission approval is withheld, in which case this Agreement shall be effective upon Commission approval of a revised Agreement. The "effective date" of this Agreement for all purposes will be the latest date reflected by the signing parties. The Parties agree that orders for facilities will not be submitted or accepted until the latter of (a) the submission of the CLEC Profile required by Section 7; or (b) the expiration of the first ten (10) Business Days after the Agreement is effective.

39. Regulatory Matters.

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.

40. Rule of Construction.

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

41. Section References.

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

42. Severability.

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

43. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement, provided that a Provider remains liable for the performance of its duties and obligations hereunder.

44. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed

law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the affected term(s) and condition(s), should one or both Parties choose to avail themselves of such law, rule, or regulation. The Dispute Resolution provisions of Article III, Section 20 shall also govern any disputes arising out of or relating to such modifications. To the extent that subsequent applicable laws, rules or regulations of Federal, State or local governmental authority require modification or negotiation of one or more terms of this Agreement, the Parties agree to begin negotiating such terms within twenty (20) Business Days after such subsequent change. If negotiations fail within forty (40) Business Days thereafter, this matter shall proceed to the Dispute Resolution procedures of Article III, Section 18, with the consequent changes in this Agreement to be retroactive to when negotiations began under this Section.

45. Taxes.

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

Notwithstanding anything to the contrary contained herein, FCA is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. FCA is also responsible for furnishing any updates or changes in its tax exempt status to CenturyTel during the Term of the Agreement and extensions thereof. In addition, FCA 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 the FCA's representations to CenturyTel concerning the status of FCA's claimed tax exempt status, if any, and its impact on this Section 45 are subject to the indemnification provisions of Section 30.1, which for purposes of this Section, are to be enjoyed by CenturyTel.

45.1 Tax.

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

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or property

taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

45.2 Fees/Regulatory Surcharges.

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

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

46. Trademarks and Trade Names.

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

47. Waiver.

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

48. Environmental Responsibility.

The Parties agree that prior to such time as either Party may place its equipment in the other Party's premises pursuant to a collocation or some other arrangement, the Parties will negotiate appropriate terms with respect to responsibility for environmental matters.

49. TBD Prices.

If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to FCA ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by FCA to CenturyTel, and any overpayment shall be refunded by CenturyTel to FCA, within 45 Business Days after the establishment of the price by the Commission.

ARTICLE IV

CONNECTION AND TRANSPORT AND TERMINATION OF EAS TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical connection services and facilities), by CenturyTel to FCA or by FCA to CenturyTel and the transport and termination of EAS Traffic between CenturyTel and FCA. For purposes of this Agreement, EAS Traffic shall be defined per Appendix C, Section 1.28. Traffic not meeting the definition of EAS Traffic is not subject to this Agreement. CenturyTel reserves the right to otherwise seek compensation for such non-EAS Traffic including the imposition of access charges where appropriate.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

The following describes generally the processes CenturyTel will use for ordering, provisioning and billing for connection facilities and services. Except as specifically provided otherwise in this Agreement, billing, maintenance non-trunk side service ordering, and non-trunk side provisioning shall be governed by the CenturyTel Service Guide.

2.2 Rates and Charges.

Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. Rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof.

2.3 Billing.

CenturyTel shall render to FCA 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 shall be billed in arrears. FCA is required to order trunks pursuant to the terms of Section 5.4 of this Article.

2.4 Billing Specifications.

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).

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

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

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

3. Transport and Termination of EAS Traffic.

3.1 Traffic to be Exchanged.

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

3.2 Compensation for Exchange of EAS Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of EAS Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions.

3.2.2 Bill-and-Keep. The Parties shall assume that EAS 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 EAS Traffic. Either Party may initiate a traffic study no more frequently than once a quarter. Such traffic study shall examine all EAS Traffic excluding EAS Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for EAS Traffic excluding EAS Traffic that is also Information Access Traffic, either Party may notify the other that mutual compensation will commence for such EAS Traffic, excluding EAS Traffic that is also Information Access Traffic, pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed.

3.2.2.1 Identification of Information Access Traffic -- CenturyTel will presume traffic delivered to FCA that exceeds a 3:1 ratio of terminating (CenturyTel to FCA) to originating (FCA to CenturyTel) traffic is Information Access Traffic except that if FCA delivers no traffic to CenturyTel, all of CenturyTel's traffic to FCA will be presumed to be Information Access Traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the Commission. Traffic exchanged that is not Information Access Traffic will be considered to be Section 251(b)(5) traffic. The provisions in this Section apply regardless how the Information Access Traffic is determined. Information Access Traffic is interstate in nature.

3.2.3 VNXX Traffic. The Parties will not pay reciprocal compensation on traffic, including Information Access Traffic, when the traffic does not originate and terminate within the same CenturyTel Local Calling Area, regardless of the calling and called NPA-NXXs and, specifically, regardless whether an End User Customer is assigned an NPA-NXX associated with a rate center that is different from the rate center where the

End User Customer is physically located. This traffic is also known as "VNXX traffic." CenturyTel's agreement to the terms in this paragraph is without waiver or prejudice to CenturyTel's position that it has never agreed to exchange VNXX traffic with FCA.

3.3 Tandem Switching EAS Traffic.

The Parties will not provide tandem switching for EAS Traffic between the Parties' end offices subtending each other's access tandem.

The Parties agree to enter into their own agreements with third-party providers.

4. Indirect Network Connection.

4.1 Indirect Network Connection is intended to handle de minimis mutual traffic exchange until EAS Traffic volumes grow to a point where it is economically advantageous to provide a direct connection.

4.2 FCA is required to establish a direct connection in each instance where FCA has established telephone numbers that are rated to a CenturyTel rate center.

4.3 In instances where FCA has not established telephone numbers that are rated to a CenturyTel rate center, but has established telephone numbers that are rated to a rate center that is within the local calling area of CenturyTel end user customers, the Parties agree to establish a direct connection when any one of the following conditions is met for a consecutive two-month period:

a. Combined traffic between two single switches of each Party reaches a DS-1 equivalent (200,000 combined minutes of use ("MOU");

b. Traffic originating from a single CenturyTel switch to a single FCA switch reaches 100,000 MOUs; or

c. When either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed $200.00 per month.

4.4 Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office.

5. Network Connection.

5.1 The Parties will negotiate the facilities arrangement used to interconnect their respective networks. FCA shall establish at least one (1) physical Point of Interconnection at the CenturyTel territory in each local calling area where FCA has local End User Customers. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 CenturyTel-provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by CenturyTel as a product. Any request for a connection at a point not currently available will be reviewed on an individual case basis. Except as provided for in Section 5.4, any FCA request for an additional connection at a second (or more)

point(s) in the local calling area will be available to FCA at FCA's cost based upon applicable tariff rates for the capacity ordered.

5.1.1 CenturyTel-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 Entrance Facility of FCA's determination. An Entrance Facility extends from the CenturyTel Serving Wire Center to FCA's Switch location or any Technically Feasible POI chosen by FCA. CenturyTel-provided Entrance Facilities may not extend beyond the area served by the CenturyTel Serving Wire Center.

5.1.2 CenturyTel's dedicated transport service is available as an alternative to CenturyTel-provided Entrance Facilities, when FCA uses such dedicated transport service for multiple services.

5.1.3 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by CenturyTel. The terms and conditions under which Collocation will be available are pursuant to applicable law and shall be contained in a separate Collocation Agreement should FCA decide to choose this option.

5.1.4 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one (1) Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid-Span Meet POIs will consist of facilities used for the Provisioning of one-way or two-way local Interconnection trunks, as well as miscellaneous trunks such as 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating FCA traffic.

5.1.4.1 The Mid-Span Fiber Meet architecture requires each Party to own its equipment on its side of the Point of Interconnection (POI). FCA may designate Mid-Span Fiber Meet as the target architecture, except in scenarios where it is not Technically Feasible or where the Parties disagree on midpoint location.

5.1.4.2 In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. FCA is responsible for providing at its location the Fiber Optic Terminal (FOT) equipment, multiplexing, and fiber required to terminate the optical signal provided by CenturyTel. CenturyTel is responsible for providing corresponding FOT(s), multiplexing, and fiber required to terminate the optical signal provided by FCA.

5.1.4.3 The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the

FOT(s) to be utilized based on equivalent DS1s and DS3s necessary for transport of forecasted EAS Interconnection trunking. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection.

5.1.5 FCA will initiate orders for direct trunk-side EAS Traffic connection services by sending an ASR to CenturyTel. The ordering process is pursuant to the OBF Access Service Ordering Guide. The ASR will be reviewed by CenturyTel for validation and correction of errors. Errors will be referred back to FCA. FCA then will correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR.

5.1.6 FCA must comply with the Capacity Planning and Forecasting provisions of Section 14, Article III before CenturyTel will process the FCA's ASR for interconnection services.

5.2 Compensation.

The Parties agree to the following compensation for inter-network facilities, depending on facility type. Only EAS Traffic will be used for calculation of this compensation.

5.2.1 Mid-Span Fiber Meet: Each party will be responsibility for the cost of interconnection on its own side of the POI excluding trunking costs for EAS Traffic that is also Information Access Traffic. Information Access Traffic transport costs shall be incurred by FCA. If CenturyTel facilities are used, CenturyTel will charge special access (flat rated) transport from the applicable access tariff and will rate charges between the IP and CenturyTel's switch.

5.2.2 Special Access: CenturyTel will charge special access rates from the applicable CenturyTel access tariff. Each party will be responsibility for the cost of interconnection on its own side of the POI excluding trunking costs for EAS Traffic that is also Information Access Traffic. Information Access Traffic transport costs shall be incurred by FCA.

5.2.3 Trunk Nonrecurring charges- Installation nonrecurring charges may be assessed by the provider for each interconnection trunk ordered pursuant to tariff rates.

5.2.4 End Office Switch Call Termination

5.2.4.1. For purposes of call termination, FCA Switch(es) shall be treated as End Office Switch(es).

5.2.4.2 Neither Party shall transit third party traffic to the other Party except as provided in Section 5.2.7.

5.2.5 Unqueried Calls to Ported Numbers

5.2.5.1 When CenturyTel receives an unqueried call from FCA to a number that has been ported to another Switch within the EAS/Local Calling Area, and CenturyTel performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the End

Office Switch to which the call has been ported.

5.2.5.1.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, CenturyTel and FCA are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

5.2.6 Miscellaneous Charges

5.2.6.1 Cancellation charges will apply to cancelled trunk orders, based upon the critical dates, terms and conditions in accordance with the Access Service Tariff and the trunk nonrecurring charges referenced in this Agreement.

5.2.6.2 Expedite requests for trunk orders are allowed. Expedites are requests for intervals that are shorter than the interval defined by CenturyTel's standard Service Intervals or Individual Case Basis (ICB) Due Dates. Expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval or based on ICB criteria for Due Dates.

5.2.6.2.1 FCA will request an expedite for trunks, including an expedited Due Date, on the Access Service Request (ASR).

5.2.7 Transit Traffic

Neither Party shall transit third party traffic to the other Party under this Agreement.

5.2.8 Jointly Provided Switched Access:

The Parties will not provide Jointly Provided Switched Access under this Agreement.

5.2.9 Exchange Access (IntraLATA Toll) Traffic

Exchange Access (IntraLATA Toll) shall not be exchanged under this Agreement.

5.2.10 Measurement of terminating EAS Interconnection minutes

Measurement of terminating EAS Interconnection minutes begins when the terminating Interconnection entry Switch receives answer supervision from the called End User Customer's End Office Switch indicating the called End User Customer has answered. The measurement of terminating call usage over Interconnection trunks ends when the terminating Interconnection entry Switch receives disconnect supervision from either the called End User Customer's End Office Switch, indicating the called End User Customer has disconnected, or FCA's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly

referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by End Office Switch and rounded to the nearest whole minute.

5.3 Signaling Parameters

CenturyTel and FCA are required to provide each other the proper signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access.

5.3.1 MF Signaling. Interconnection trunks with MF signaling may be ordered by FCA if the CenturyTel Central Office Switch does not have SS7 capability. In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

5.3.2 Third Party Signaling Providers.

FCA may choose a third-party SS7 signaling provider.

5.4 Trunking Requirements.

5.4.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards and state requirements incorporated herein by reference.

5.4.2 Separate 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 otherwise stated in this Agreement.

a) 911/E911 trunks;

b) Mass calling trunks, if applicable.

5.4.2.1 Exchange Service (EAS/Local) and Information Access Traffic may be combined in a single interconnection trunk group or transmitted on separate trunk groups.

5.4.3 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local traffic. 911/E911 and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

5.4.4 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to 911 trunking and any others currently available in the CenturyTel network only on MF signaling. CenturyTel will not require a Bona Fide Request to accomplish Interconnection with a CenturyTel Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the CenturyTel network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

5.4.5 SS7 Common Channel Signaling will be used to the extent that such technology is available.

5.4.6 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.

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

5.4.8 Acceptance Testing. At the time of installation of a trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

5.4.9 Mileage Measurement. Where required, the mileage measurement for Interconnection rate elements is determined in the same manner as the mileage measurement for V&H methodology as outlined in NECA Tariff No. 4.

5.5 Interconnection Forecasting

5.5.1 Both FCA and CenturyTel shall work in good faith to define a mutually agreed upon forecast of Interconnection trunking.

5.5.2 Both Parties shall have the obligation to participate in joint planning meetings at annual intervals to establish trunk design and Provisioning requirements except that notification of no change shall satisfy this obligation. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for Interconnection trunking that impacts the Switch capacity and facilities of each Party.

5.5.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, CenturyTel will utilize FCA's annual forecasts and near-term demand submitted as Unforecast Demand Notification to ensure

availability of Switch capacity.

5.5.4 The forecast will identify trunking requirements for a two (2) year period. From the annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build.

5.5.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office Switch vs. Tandem Switch routing.

5.5.6 In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, the amount of trunks-required is less than fifty percent (50%) of trunks-in-service, CenturyTel will make capacity available in accordance with the lower forecast.

5.5.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the forecast in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. CenturyTel shall provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. FCA will be provided Interconnection trunk group data on its own trunks. The information is Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

5.5.8 In addition to the above information, the following information will be available through the Local Exchange Routing Guide. The LERG is available through Telcordia.

a) CenturyTel End Office Switches;

b) CLLI codes; and

c) Switch type.

5.5.9 The following terms shall apply to the forecasting process:

5.5.9.1 FCA forecasts shall be provided to CenturyTel as detailed in CenturyTel's Trunk Forecast Form;

5.5.9.2 FCA forecasts provided to CenturyTel, information provided by FCA to CenturyTel outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by CenturyTel to FCA shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal the information in

any form.

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

5.5.11 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges. When CenturyTel claims extraordinary circumstances exist, it shall show that FCA alone is the sole cause of such construction. CenturyTel and FCA may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate FCA forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard CenturyTel forecast period of twelve (12) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

5.6 Trunk Facility Under Utilization.

If a trunk group is consistently utilized (trunks-required over trunks-in-service) at less than fifty percent (50%) of rated busy-hour capacity each month of any consecutive three (3) month period, CenturyTel will notify FCA of CenturyTel's desire to resize the trunk group. Such notification shall include CenturyTel's information on current utilization levels. If FCA does not submit an ASR to resize the trunk group or provide CenturyTel with its reasons for maintaining excess capacity within thirty (30) calendar Days of the written notification, CenturyTel may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, CenturyTel shall not leave the FCA-assigned trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

5.7 Joint Trunk Planning Criteria.

In order to facilitate sound and economical network planning and provisioning, CenturyTel deployment of trunks for FCA use may be conditioned on (i) fill factors for trunks previously deployed for the FCA; (ii) a stranded plant or special construction termination charge to FCA for not utilizing the ordered trunking for the forecasted duration; and (iii) whether the FCA ordered trunking is Currently Available.

5.8 Network Redesigns Initiated by CenturyTel.

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

6. Network Management Controls.

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

users. Each Party shall maintain the capability of respectively implementing standard protective controls.

ARTICLE V

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement. The Effective Date of this Agreement for such purposes will be established by the date of the final signature on this agreement subject to confirmation by Commission approval order.

CENTURYTEL OF NORTHWEST WISCONSIN, LLC

By: Jeffrey S. Glover

Name: Jeffrey S. Glover

Title: V.P. External Relations

Date: 3-1-07

FRONTIER COMMUNICATIONS OF AMERICA, INC

By: John H. Laytt

Name: John H. Laytt

Title: EVP, West COO

Date: 2/15/07

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

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

Each Party will bill the other Party as appropriate:

A. Reciprocal Compensation

EAS Traffic excluding EAS Traffic that is also Information Access Traffic (If invoked pursuant to Article IV, Section 3.2.2)	$0.018
EAS Traffic that is also Information Access Traffic	$0.00

B. Tandem Switching and Transiting for Unqueried Calls to Ported Numbers

LNP Database Dip Charge	Tariff rate
Transiting Charge:	
Tandem Switching:	Switched access tariff rate
Tandem Transport	Switched access tariff rate
Transport Termination	Switched access tariff rate

C. Initial Factors:

1. PLU – 100%

APPENDIX B

DEFINITIONS

1. General Definitions.

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

1.1 **Access Service Request (ASR)**

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

1.2 **Act**

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

1.3 **Affiliate**

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

1.4 **Applicable Law**

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

1.5 **Automated Message Accounting (AMA)**

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

1.6 **Automatic Number Identification (ANI)**

The number transmitted through the network identifying the calling party.

1.7 **Basic Local Exchange Service**

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

1.8 **Bill-and-Keep Arrangement**

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

1.9 **Bona Fide Request (BFR)**

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

1.10 **Business Day**

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

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

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

1.12 **Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other, for Local and non-Local Traffic.

1.13 **Central Office Switch**

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

1.14 **CenturyTel Service Guide**

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

1.15 **Certificate of Operating Authority**

FCA must represent and warrant to CenturyTel that it is a certified provider of local exchange service in the State and authorized within the CenturyTel local service area. FCA will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request. FCA will notify CenturyTel if its certificate has been revoked.

1.16 **CLLI Codes**

Common Language Location Identifier Codes.

1.17 **Commission**

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

1.18 **Common Channel Signaling (CCS)**

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

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

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

1.20 **CTOC or CenturyTel**

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

1.21 **Currently Available**

Existing as part of CenturyTel's network at the time of the requested order or service and does not include any service, feature, function or capability that CenturyTel either does not provide to itself or to its own end users, or does not have the capability to provide.

1.22 **Customer**

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

1.23 **Dedicated Transport**

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Central Offices. Dedicated Transport may only extend between two Central Offices.

1.24 **DS-1**

A service carried at digital signal rate of 1.544 Mbps.

1.25 **DS-3**

A service carried at digital signal rate of 44.736 Mbps.

1.26 **Electronic File Transfer**

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

1.27 **E-911 Service**

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP

where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It usually includes selective routing.

1.28 **EAS Traffic**

EAS Traffic is traffic that is a) originated by a CenturyTel end user within the CenturyTel Local Calling Area, as defined in CenturyTel's local exchange tariffs, and terminated to a FCA end user physically located within the Extended Area Service (EAS) area of the CenturyTel Local Calling Area and who has a telephone number that is rated within that EAS area, or b) originated by a FCA end user that is physically located within the EAS area of the CenturyTel Local Calling Area and who has a telephone number that is rated within that EAS area and terminated to a CenturyTel end user in that CenturyTel Local Calling Area. EAS Traffic includes all originated and terminated voice telecommunications traffic regardless of whether it is delivered to entity that does not have LEC status and regardless of whether it is carried at any point on facilities via Internet protocol. EAS 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 CenturyTel Local Calling Area.

1.29 **Exchange Service**

All basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.30 **Facility**

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 46.

1.31 **FCC**

The Federal Communications Commission.

1.32 **Incumbent Local Exchange Carrier (ILEC)**

Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

1.33 **Indirect Network Connection**

The Interconnection of the Parties' networks for exchange of Local Traffic via a common or shared access tandem switch.

1.34 **Information Access Traffic**

Information Access Traffic, for the purpose of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Information Access Traffic is not Local Traffic unless the traffic is between an end-user and an ISP physically located in the same CenturyTel Local Calling Area. The term Information Access Traffic does not include transmission of voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol.

1.35 **Information Service Provider or "ISP"**

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

1.36 **Initial Service Order**

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

1.37 **Interconnection Facility**

See "Internetwork Facilities".

1.38 **Interconnection Point (IP)**

The physical point on the network where the two parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

1.39 **Interexchange Carrier (IXC)**

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

1.40 **Internetwork Facilities**

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

1.41 **ISDN User Part (ISUP)**

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

1.42 **Line Side**

Refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.

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

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

1.44 **Local Calling Area**

Local Calling Area includes the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel local exchange tariffs.

1.45 **Local Exchange Carrier (LEC)**

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

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

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

1.47 **Local Provider**

A carrier authorized to provide local telecommunications service in the State.

1.48 **Local Service Request (LSR)**

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and unbundled elements for the purposes of competitive local services.

1.49 **Local Traffic**

Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyTel Local Calling Area, or mandatory Extended Area Service (EAS) area, as defined in CenturyTel's local exchange tariffs. Local Traffic includes all originated and terminated voice telecommunications traffic regardless of whether it is delivered to entity that does not have LEC status and regardless of whether it is carried at any point on facilities via Internet protocol. 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 CenturyTel Local Calling Area.

1.50 **Main Distribution Frame (MDF)**

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

1.51 **Meet Point Billing (MPB)**

Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.

1.52 **Mid Span Fiber Meet**

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

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

Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

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

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

1.55 **911 Service**

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

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

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

1.57 **Numbering Plan Area (NPA)**

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

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

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

1.59 **Party/Parties**

CenturyTel and/or FCA.

1.60 **Provider**

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

1.61 **Public Safety Answering Point (PSAP)**

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.62 **Rate Center**

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.63 **Routing Point**

Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.64 **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.

1.65 **Signaling Point (SP)**

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

1.66 **Signaling System 7 (SS7)**

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

1.67 **State**

The State in which Services are to be provided under the Agreement.

1.68 **Subsidiary**

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

1.69 **Subsequent Service Order**

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

1.70 **Switched Access Service**

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

1.71 **Tandem or Tandem Switch**

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

1.72 **TDM Technology**

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.

1.73 **Telcordia Technologies**

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

1.74 **Telecommunications Services**

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.75 **Transit Traffic**

Transit Traffic is traffic originating on FCA's network that is switched and/or transported by CenturyTel and delivered to a third party's network.

1.76 **Trunk Side**

Refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those

transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone sets.

1.77 **Undefined Terms**

Undefined terms may appear in this Agreement. Parties acknowledge and agree that any such terms shall be construed in accordance with CenturyTel's tariffs, or, if not defined therein, under customary usage in the telecommunications industry as of the effective date of this Agreement.

1.78 **Wire Center**

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched.