REQUEST TO APPROVE A VOLUNTARY INTERCONNECTION AGREEMENT PURSUANT OT 47 U.S.C. §252(e)

September 7, 2010

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

Sandra Paske, Secretary
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

Re: Interconnection Agreement between CenturyTel of Midwest Wisconsin, LLC d/b/a CenturyLink and Charter Fiberlink CCO, LLC

Dear Secretary Paske:

CenturyTel of Midwest Wisconsin, LLC d/b/a CenturyLink and Charter Fiberlink, CCO, LLC hereby requests approval pursuant to 47 U.S.C. §252(e) of the attached Interconnection Agreement dated September 30, 2010. This agreement came out of the *Petition of Charter Fiberlink, LLC for Arbitration of an Interconnection Agreement between the CenturyTel Rural Telephone Companies of Wisconsin and Charter Fiberlink, LLC – Docket No. 5-MA-149.*

I have been authorized by Charter Fiberlink CCO, LLC to submit the enclosed Interconnection Agreement for Commission approval pursuant to 47 U.S.C. §252(e).

I hereby certify that a copy of this filing has been served on Charter Fiberlink CCO, LLC as follows:

Bill Pruitt, Carrier Relations
Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131

Joseph R. Stewart
Senior Counsel
50 West Broad Street, Suite 3600
Columbus, Ohio 43215
(614) 220-8625 (phone)
(614) 224-3902 (fax)

Should you have any questions, please feel free to contact me at 614.220.8625.

Sincerely,

/s/

Joseph R. Stewart

JRS/jh

cc: Bill Pruitt *(on behalf of Charter) (via electronic mail)*
Ken Barth *(on behalf of the Wisconsin PSC) (via electronic mail)*
Gary Evenson *(on behalf of the Wisconsin PSC) (via electronic mail)*

INTERCONNECTION AGREEMENT

Effective as of September 30, 2010

By and between

CENTURYTEL OF MIDWEST-WISCONSIN, LLC

AND

CHARTER FIBERLINK CCO, LLC

FOR THE STATE OF WISCONSIN

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AGREEMENT

PREFACE & RECITALS

This Interconnection Agreement (the "Agreement"), is by and between CenturyTel of Midwest-Wisconsin, LLC, d/b/a CenturyLink, with its address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Charter Fiberlink CCO, LLC, in its capacity as a certified provider of local wireline Telecommunications Service ("Charter"), with its address for this Agreement at 12405 Powerscourt Drive, St. Louis, Missouri 63131 (CenturyTel and Charter being referred to collectively as the "Parties" and each individually as a "Party"). This Agreement covers services in the State of Wisconsin only (the "State").

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

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

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

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

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and without waiving any reservation of rights set forth herein, CenturyTel and Charter hereby covenant and agree as follows:

ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1. PURPOSE OF THE AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of Local Traffic between their respective End User Customers, and for providing reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement will be submitted to the State Public Service or Public Utilities Commission, as applicable (the "Commission") for approval. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyTel's rates and cost recovery that may be covered in this Agreement.

2. INTENT OF THE AGREEMENT

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

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 Local Traffic, as defined herein, with Charter. 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 for interconnection by Charter or any other carrier.

3. SCOPE OF THE AGREEMENT

The following constitute parts of this Agreement:

Agreement:	Preface & Recitals
Article I:	Purpose, Intent and Scope of Agreement
Article II:	Definitions
Article III:	General Terms & Conditions
Article IV:	[Intentionally left blank]

Article V: Interconnection & Transport & Termination of Traffic (Interconnection)
Article VI: [Intentionally left blank]
Article VII: [Intentionally left blank]
Article VIII: Maintenance
Article IX: Additional Services (NP; Access to Poles, Ducts, Conduit & ROWs; and NIDs)
Article X: Access to Operations Support Systems (OSS)
Article XI: Pricing
Article XII: Directory Services
Signature Page

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

Unless otherwise specifically determined by the Commission, in case of conflict between the Agreement and either Party's Tariffs relating to ILEC and CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. In no event shall a Tariff alter, curtail, or expand the rights or obligations of either Party under this Agreement, except by mutual consent. Either Party's Tariffs and/or State Price Lists shall not apply to the other Party except to the extent that (a) this Agreement expressly incorporates by reference discretely-identified Tariff provisions in effect as of the Effective Date of this Agreement whose subject matter is not otherwise covered by this Agreement, or (b) the other Party expressly orders services pursuant to such Tariffs and/or State Price Lists.

Notwithstanding any other provision of this Agreement, neither Party will assess a charge, fee, rate or any other assessment (collectively, for purposes of this provision, "charge") upon the other Party except where such charge is specifically authorized and identified in this Agreement, and is (i) specifically identified and set forth in the Pricing Article, or (ii) specifically identified in the Pricing Article as a "TBD" charge. Where this Agreement references a Tariff rate or provides that a specific service or facility shall be provided pursuant to a Tariff, the Tariff rates associated with such specifically referenced service or facility shall be deemed a charge that has been specifically authorized under this provision. The Parties do not intend for this provision to be construed to create any obligation upon CenturyTel to provide, or for Charter to pay for, a service that is not otherwise identified in this Agreement.

ARTICLE II: DEFINITIONS

1. GENERAL RULES

1.1 Unless the context clearly indicates otherwise, the definitions set forth in Section 2 of this Article II shall apply to all Articles and Appendices contained in this Agreement. A defined term intended to convey the meaning stated in this Article II is capitalized when used.

1.2 Additional definitions that are specific to the matters covered in a particular Article, Appendix or provision may appear in that Article, Appendix or provision. To the extent that there is any conflict between a definition set forth in this Article II and any definition in a specific Article, Appendix or provision, the definition set forth in the specific Article, Appendix or provision shall control with respect to that Article, Appendix or provision.

1.3 Capitalized terms that are not otherwise defined in this Article II or Agreement but are defined in the Telecommunications Act of 1996 ("Act") and/or the orders and rules implementing the Act shall have the meaning set forth in the Act or in such orders and rules.

1.4 Terms used in a Tariff shall have the meanings stated in the Tariff or State Price List in states where detariffing regulation has been implemented.

1.5 Unless the context clearly indicates otherwise, any term defined in this Article II which is defined or used in the singular shall include the plural, and any term defined in this Article II which is defined or used in the plural shall include the singular.

1.6 The words "shall" and "will" are used interchangeably throughout the Agreement and the use of either indicates a mandatory requirement. The use of one or the other shall not confer a different degree of right or obligation for either Party.

2. DEFINITIONS

2.1 **Access Service Request (ASR)**

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

2.2 **Access Tandem Switch**

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

2.3 **"Act" or "the Act"**

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

2.4 **[Intentionally left blank]**

2.5 **Affiliate**

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

2.6 **Alternate Tandem Provider**

A third-party Tandem Provider.

2.7 **Answer Supervision**

An off-hook supervisory signal.

2.8 **Applicable Law**

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

2.9 **[Intentionally left blank]**

2.10 **Automated Message Accounting (AMA)**

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

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

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes, special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records.

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

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic and ISP-Bound Traffic that qualifies for Bill-and-Keep treatment under this Agreement. Under a Bill-and-Keep Arrangement,

a Party terminates such traffic originating from End Users of the other Party without explicitly charging the originating Party.

2.13 **Bill Date**

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

2.14 **Bill Due Date**

Refers to the date that a bill or invoice is due and payable.

2.15 **[Intentionally left blank]**

2.16 **Business Day**

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

2.17 **Carrier Identification Code (CIC)**

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

2.18 **Central Office (CO)**

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

2.19 **Central Office Switch**

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

2.20 **CenturyTel Operating Company (CTOC) or CenturyTel**

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

2.21 **[Intentionally left blank]**

2.22 **CenturyTel Service Guide**

The CenturyTel Service Guide is a handbook that contains CenturyTel's operating procedures for service ordering, provisioning, billing, maintenance, trouble reporting and repair for wholesale services.

2.23 **Certificate of Operating Authority**

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

2.24 **[Intentionally left blank]**

2.25 **CLEC Profile**

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

2.26 **CLLI Codes**

Common Language Location Identifier Codes.

2.27 **[Intentionally left blank]**

2.28 **Commission**

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

2.29 **Common Channel Signaling (CCS)**

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

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

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

2.31 **Contract Year**

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

2.32 **Conversation Time**

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

2.33 **[Intentionally left blank]**

2.34 **Currently Available**

Existing as part of CenturyTel's network at the time of a requested order or service. Currently Available does not include any service, facility, feature, function or capability that CenturyTel either does not provide to itself or to its own End Users, does not have the capability to provide, or is not required to provide under Applicable Law.

2.35 **Customer Proprietary Network Information (CPNI)**

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

2.36 **Customer Service Record (CSR)**

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

2.37 **Customer Service Record Search**

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

2.38 **[Intentionally left blank]**

2.39 **[Intentionally left blank]**

2.40 **Dedicated Transport**

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

2.41 **Disconnect Supervision**

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

2.42 **Disputed Amounts**

An amount or any portion of bill or invoice sent to a Party that the billed Party contends, in good faith, is not due and payable. For an amount to qualify as a Disputed Amount, the billed Party must provide written notice to the billing Party of the nature and amount of the disputed charge(s) using the process and time period established pursuant to Section 9, of Article III, of this Agreement.

2.43 **DS-1**

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

2.44 **[Intentionally left blank]**

2.45 **DS-3**

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

2.46 **[Intentionally left blank]**

2.47 **E-911 Service**

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

2.48 **Effective Date**

The date on which the last Party to this Agreement executes the Agreement, unless prior Commission approval is required in order to make the Agreement effective between the Parties except that the initiation of a new Charter account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. If such Commission approval is required, the Effective Date shall be either the date on which the Commission deems the Agreement approved or, the date on which the Commission deems the Agreement effective, whichever

the case may be. The transition from service arrangements under the existing agreement to those under the new, replacement agreement, shall not constitute a revision to a current existing service or obligation.

2.49 **Electronic File Transfer (EFT)**

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

2.50 **End Office**

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

2.51 **End Office Switch**

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

2.52 "**End User" or "End User Customer"**

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

2.53 **Enhanced Service Provider (ESP)**

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

2.54 **Entrance Facility**

Transmission facilities that connect CenturyTel's network and Charter's network or the location of Charter's equipment. For example, an Entrance Facility is a transmission facility that provides telecommunications between CenturyTel's switches or Wire Centers and Charter's switches, Wire Centers or equipment locations.

2.55 **Exchange Access**

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

2.56 **Exchange Message Interface (EMI)**

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

2.57 **Exchange Message Record (EMR)**

See definition of "Exchange Message Interface (EMI)."

2.58 **Facility**

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

2.59 **FCC**

The Federal Communications Commission.

2.60 **[Intentionally left blank]**

2.61 **[Intentionally left blank]**

2.62 **Foreign Exchange (FX)**

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

2.63 **[Intentionally left blank]**

2.64 **[Intentionally left blank]**

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

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

2.66 **Indirect Network Connection (or Indirect Interconnection)**

A method of Interconnection for the exchange of Local Traffic between two Telecommunications Carriers where the networks of such Telecommunications Carriers are not directly connected, as contemplated by 47 U.S.C. § 251(a).

2.67 **Information Access**

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

2.68 **Information Access Traffic**

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

2.69 **Information Service Provider**

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

2.70 **[Intentionally left blank]**

2.71 **Inside Wire or Inside Wiring**

Inside Wire or Inside Wiring is wiring within the customer premise that extends to the Point of Demarcation of CenturyTel's outside plant.

2.72 **Intellectual Property**

For purposes of this Agreement, "Intellectual Property" means (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, patents, patent applications and patent disclosures, and all reissuances, continuations, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, logos, trade names, domain names and corporate names, and translations, adaptions, derivations and combinations thereof and goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals relating thereto, (d) mask works and applications, registrations and renewals relating thereto, (e) trade secrets and confidential business information (including ideas, research and development, know-how, formulae, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

2.73 **Intellectual Property Claim**

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

2.74 **Interconnection**

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

2.75 **Interconnection Facility**

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

2.76 **Interexchange Carrier (IXC)**

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

2.77 **InterLATA Toll Traffic**

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

2.78 **Internet Service Provider (ISP)**

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

2.79 **IntraLATA Toll Traffic**

Telecommunications traffic between two locations within one LATA where one of the locations lies outside of the CenturyTel Local Calling Area as defined in CenturyTel of Midwest-Wisconsin General Exchange Tariff on file with the Commission. Optional EAS Traffic is included in IntraLATA Toll Traffic.

2.80 **Interconnected VoIP Service Traffic**

Interconnected VoIP Service Traffic is traffic that is provisioned via a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires Internet protocol-compatible customer premises equipment (CPE); and (4) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

2.81 **ISDN User Part (ISUP)**

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

2.82 **ISP-Bound Traffic**

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

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

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

2.84 **Line Side**

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

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

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

2.86 **Local Calling Area (LCA)**

Local Calling Area (LCA) traffic is traffic that originates and terminates in the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel of Midwest-Wisconsin General Exchange Tariff on file with the Public Service Commission of Wisconsin.

2.87 **Local Exchange Carrier (LEC)**

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

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

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

2.89 **Local Traffic**

For purposes of Article V of this Agreement, 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 of Midwest-Wisconsin General Exchange Tariff on file with the Public Service Commission of Wisconsin. 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. Local Traffic includes Interconnected VoIP Service Traffic to the extent that the originating end user and the terminating end user are physically located in the same CenturyTel Local Calling Area.

2.90 **"Local Interconnection Trunk" or "Local Interconnection Trunk Groups"**

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

2.91 **[Intentionally left blank]**

2.92 **Local Service Request (LSR)**

The Ordering and Billing Forum document designated by CenturyTel to be used by the Parties to establish, add, change or disconnect local Telecommunications Services for the purpose of providing competitive local Telecommunications Services. Unless otherwise agreed by the Parties, the Local Service Request document will be used by the Parties to initiate carrier-to-carrier arrangements related to each Party's number portability obligations. The document may also be used for the exchange of subscriber information, in conjunction with each Party's obligations under this Agreement.

2.93 **Loop Facility Charge**

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

2.94 **Main Distribution Frame (MDF)**

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

2.95 **Mass Calling Trunks**

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

2.96 **Meet Point**

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

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

Refers to an arrangement whereby two LECs jointly provide the transport element of a Switched Access Service to one of the LEC's End Office Switches, with each LEC receiving an appropriate share of the transport element revenues as defined in the CenturyTel of Midwest-Wisconsin, LLC Intrastate Access Charge Tariff, Telephone Utilities Exchange Carrier Association Tariff F.C.C. No. 2 and the National Exchange Carrier Association ("NECA") Interstate Access Tariff FCC No. 5.

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

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon point for the mutual exchange of traffic.

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

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

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

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643,

establishes methods for processing orders for access service that is to be provided by two or more LECs.

2.101 **National Security Emergency Procedures (NSEP)**

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

2.102 **[Intentionally left blank]**

2.103 **Network Interface Device (NID)**

A means of interconnecting Inside Wiring to CenturyTel's distribution plant, such as a cross-connect device used for that purpose. The NID houses the protector.

2.104 **911 Service**

An emergency reporting system to facilitate the reporting of emergencies requiring response by a public safety agency whereby a caller can dial a common number (911) for emergency services. Basic 911 is an emergency telephone system which automatically connects 911 callers to a designated answering point. Call routing is determined by originating Central Office only. Basic 911 may or may not support ANI and/or ALI.

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

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

2.106 **Number Portability (NP)**

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

2.107 **Numbering Plan Area (NPA)**

Also sometimes referred to as an "area code," an NPA is the three-digit indicator, which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA: "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all

telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

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

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

2.109 **Operations Support Systems (OSS)**

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

2.110 **Optional EAS Traffic**

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

2.111 **[Intentionally left blank]**

2.112 **Party or Parties**

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

2.113 **Percentage Local Use (PLU)**

A percentage calculated by dividing the number of minutes of Local Traffic by the total number of minutes. The resulting factor is used to determine the portion of Local Traffic minutes exchanged via Local Interconnection Trunks. PLU is developed from the measurement of calls in which the calling and called parties are located within a given Local Calling Area or mandatory EAS area as defined in CenturyTel of Midwest-Wisconsin General Exchange Tariff on file with the Public Service Commission of Wisconsin.

2.114 **Point of Demarcation**

The term Point of Demarcation shall have the meaning set forth in 47 C.F.R. § 68.105.

2.115 **Point of Interconnection (POI)**

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

2.116 **Pole Attachment**

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

2.117 **Premises**

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

2.118 **[Intentionally left blank]**

2.119 **Rate Center**

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

2.120 **Rating Point**

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

2.121 **Reciprocal Compensation**

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

2.122 **Remote End Office Switch**

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

2.123 **"Repeatedly delinquent"**

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

2.124 **[Intentionally left blank]**

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

The right to use the land or other property owned or controlled by another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

2.126 **Routine Network Modifications**

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

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

2.127 **Routing Point**

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

location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

2.128 **[Intentionally left blank]**

2.129 **Service Affecting**

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

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

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

2.131 **Signaling Point (SP)**

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

2.132 **Signaling System 7 (SS7)**

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

2.133 **State**

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

2.134 **State Price List**

A document which is made available to the public, and which sets forth rates, terms and conditions of a Party's end user services within a specific state. For purposes of this Agreement, a State Price List may, or may not, be filed or approved by the public service commission in such state.

2.135 **Subsequent Service Order**

An order submitted by Charter to CenturyTel requesting a change to a pending service order.

2.136 **Subsidiary**

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

2.137 **Switched Access Services**

The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Services. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services. The term "Switched Access Service" is interchangeable with "Switched Exchange Access Service."

2.138 **Synchronous Optical Network (SONET)**

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

2.139 **"Tandem" or "Tandem Switch" or "Tandem Office Switch"**

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

2.140 **Tariff**

Any applicable filed and effective Federal or state tariff (and/or State Price List) of a Party, as amended from time-to-time. Either Party's Tariffs shall not apply to the other Party except to the extent that this Agreement expressly incorporates by reference discretely-identified Tariff provisions in effect as of the Effective Date of this Agreement whose subject matter is not otherwise covered by this Agreement.

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

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

2.142 **Technically Feasible**

Interconnection and other methods of achieving Interconnection at a point in the network shall be deemed Technically Feasible absent technical or operational

concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection or methods.

2.143 **Telcordia Technologies**

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

2.144 **Telecommunications**

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

2.145 **Telecommunications Carrier**

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

2.146 **Telecommunications Equipment**

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

2.147 **Telecommunications Service**

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

2.148 **Telecommunications Service Priority (TSP)**

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

2.149 **Telephone Exchange Service**

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

2.150 "**Telephone Toll" or "Telephone Toll Service"**

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

2.151 **Third Party Originating Carrier**

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

2.152 **Third Party Terminating Carrier**

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

2.153 **Time and Material Charges**

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

2.154 **Transit Service**

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

2.155 **Transit Traffic**

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

2.156 **Trunk Side**

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

2.157 **[Intentionally left blank]**

2.158 **[Intentionally left blank]**

2.159 **[Intentionally left blank]**

2.160 **Virtual NXX Traffic (VNXX Traffic)**

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

2.161 **Website**

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

2.162 **Wire Center**

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

ARTICLE III: GENERAL TERMS & CONDITIONS

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

1. APPLICATION OF THESE GENERAL TERMS & CONDITIONS

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

2. EFFECTIVE DATE, TERM & TERMINATION

2.1 Effective Date. This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval. The "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.

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

2.3 Notice of Termination. Either Charter or CenturyTel may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination ("Notice of Termination") at least ninety (90) calendar days in advance of the applicable date of termination. Either Charter or CenturyTel may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of the applicable date of termination.

2.4 Effect on Termination of Negotiating Successor Agreement. If either Charter or CenturyTel provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either Charter or CenturyTel has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between Charter and CenturyTel; or, (b) the date 180 calendar days after the date of termination identified in the Notice of Termination; except as may be mutually agreed by the Parties. The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance

with Section 2.6 (Termination Upon Default) or Section 2.7 (Termination Upon Sale).

2.5 Termination and Post-Termination Continuation of Services. If either Charter or CenturyTel provides notice of termination pursuant to Section 2.3 and, by 11:59 p.m. Central Time on the proposed date of termination, neither Charter nor CenturyTel has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 p.m. Central Time on the termination date identified in the Notice of Termination, and (b) the services and functions being provided by CenturyTel under this Agreement at the time of termination will be terminated. Charter may request that such services or functions continue to be provided pursuant to (i) an applicable Tariff(s); (ii) other terms and conditions made generally available by the Commission to local Telecommunications Service providers, if any; or (iii) terms and conditions available under Section 252(i) of the Act, if elected by Charter. If Charter elects to have such services or functions continue pursuant to terms and conditions available under Section 252(i) of the Act, the continuation of such services and functions shall be governed by the terms and conditions adopted by Charter under Section 252(i).

2.6 Suspension or Termination Upon Default. Subject to either Party invoking its rights under Section 20, Dispute Resolution, either Party may terminate this Agreement in whole or in part in the event of a default by the other Party as defined by this Section 2.6; provided however, that the non-defaulting Party notifies the defaulting Party in writing ("Default Notice") of the alleged default and the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of the Default Notice.

Default is defined as:

(a) A Party's insolvency or initiation of bankruptcy or receivership proceedings by or against a Party, consistent with any order, decision, or other binding action taken by the bankruptcy court, or similar adjudicator of the Parties' rights in the event of receivership or bankruptcy; or

(b) The final revocation by the Commission of a Party's Certificate of Operating Authority, and transition of End Users to another carrier; or

(c) A decision pursuant to the Formal Dispute Resolution provisions of Section 20, Dispute Resolution, that a Party has materially breached any of the terms or conditions hereof; or

(d) Failure of a Party to pay undisputed amounts or to properly dispute unpaid amounts in accordance with Section 9, Billing and Payments/Disputed Amounts, subject to either Party invoking its rights under Section 20, Dispute Resolution.

Notwithstanding any other provision of this Section 2.6 and except as may be prohibited by applicable federal law, either Party, as allowed by Wis. Stat. § 196.199, may seek relief from the other Party's claims, assertions, actions, or inaction in breach of this Agreement.

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

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

2.9 Predecessor Agreements.

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

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

2.9.1.2 any services that were purchased by one Party from the other Party under a prior interconnection agreement between the Parties for the State of Wisconsin pursuant to Section 252 of the Act and in effect immediately prior to the Effective Date, shall as of the Effective Date be subject to the prices, terms and conditions of this Agreement.

2.9.2 Except as otherwise agreed in writing by the Parties, if a service purchased by a Party under a prior interconnection agreement between the Parties pursuant to Section 252 of the Act was subject to a contractual commitment that it would be purchased for a period of longer than one month, and such period had not yet expired as of the Effective Date and the service had not been terminated prior to the Effective Date, to the extent not inconsistent with this Agreement, such commitment shall

remain in effect and the service will be the prices, terms and conditions of this Agreement; provided, that if this Agreement would materially alter the terms of the commitment, either Party make elect to cancel the commitment.

2.9.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 2.9.2, the purchasing Party shall not be liable for any termination charge that would otherwise have applied. However, if the commitment was cancelled by the purchasing Party, the purchasing Party shall pay the termination liability specified in the applicable contract or Tariff.

3. APPLICABLE LAW

3.1 Applicable Law. The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.

3.2 Rule of Construction. The Parties acknowledge that, except for provisions incorporated herein as the result of an arbitrated decision, if any, the terms and conditions of this Agreement have been mutually negotiated, and each Party has relied solely on the advice of its own legal counsel in accepting such negotiated terms and conditions. This Agreement shall be fairly interpreted in accordance with its terms. No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

3.3 Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the Act, applicable federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided, and shall be subject to the exclusive jurisdiction of the State or of the federal courts of Wisconsin. In all cases, choice of law shall be determined without regard to a local State's conflicts of law provisions.

3.4 Parties' Agreement to Comply with Applicable Law. Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.

3.4.1 Neither Party shall be liable for any delay or failure in performance resulting from any requirements of Applicable Law, or acts or failures to act of any governmental entity or official.

3.4.2 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.

3.4.3 Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

3.5 Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable or invalid under Applicable Law, such unenforceability or invalidity shall not render unenforceable or invalid any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such unenforceable or invalid provision; provided, that if the unenforceable or invalid provision is a material provision of this Agreement, or the unenforceability or invalidity materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. If such amended terms cannot be agreed upon within a reasonable period, either Party, may, upon written notice to the other Party, invoke the Change of Law provisions of Section 12 of this Agreement.

II. OTHER GENERAL TERMS & CONDITIONS

4. AMENDMENTS

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

5. ASSIGNMENT

Any assignment, in whole or in part, by either Party of any right, obligation, duty or interest arising under the Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, shall be null and void, except that either Party may assign, to the extent consistent with Applicable Law, all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or Affiliate of that Party without consent, upon ninety (90) calendar days' written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder. Any attempt to make an assignment or delegation in violation of this section shall constitute a default of this Agreement.

6. ASSURANCE OF PAYMENT

6.1 When a Deposit/Assurance of Payment Is Required. Charter shall be required, upon CenturyTel's request, to provide CenturyTel with a deposit for, or an adequate assurance of payment of, amounts due (or to become due) to CenturyTel hereunder, upon the occurrence of one or more of the following conditions:

6.1.1 Charter has received at least two (2) delinquent notices[1] in the prior twelve months;

6.1.2 Charter is a new entrant to the market or an affiliate to an existing CLEC ("New Entrant") and has not been in service long enough to have already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to CenturyTel for charges incurred as a CLEC;

6.1.3 There is deemed by CenturyTel to be an "impairment of credit" of the "New Entrant," as defined in Section 6.1.2, at the initial establishment of credit. For purposes of this Section 6.1.3, an "impairment of credit" will be determined from information available from financial sources, that the New Entrant has not maintained a BBB or better long term debt rating or an A-2 or better short term debt rating by Standard and Poor's for the prior six months;

6.1.4 Charter (a) fails to timely pay a bill rendered to it (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the Billed Party has complied with the billing dispute requirements set forth in this Agreement), and (b) the amount of such undisputed delinquency exceeds five percent (5%) of the aggregate amount billed by CenturyTel to Charter under this Agreement for the month in question; or

6.1.5 Charter (a) admits its inability to pay its debts as such debts become due, (b) has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating insolvency, reorganization, winding-up, composition or adjustment of debts or the like, (c) has made an assignment for the benefit of creditors, or (d) is subject to a receivership or similar proceeding.

6.2 If a deposit is required under Section 6.1 above, Charter shall remit the deposit amount to CenturyTel within thirty (30) calendar days of receipt of written notification requiring such deposit. If Charter fails to furnish the required deposit, CenturyTel may, at its sole discretion, suspend processing Charter's orders until the deposit is remitted.

[1] Delinquent notices as used in this Section 6, refer to notices issued to Charter by CenturyTel for unpaid, undisputed amounts.

6.3 Calculating the Amount of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, a deposit required under Section 6.1 will be calculated based on the greater of (1) CenturyTel's anticipated two (2)-month charges to Charter (including, but not limited to, both recurring and non-recurring charges) as reasonably determined by CenturyTel, for interconnection facilities and any other facilities or services to be furnished by CenturyTel under this Agreement, or (2) $5,000.

6.4 Modifying the Amount of Deposit/Assurance of Payment. Throughout the Term of this Agreement, CenturyTel reserves the right to request an additional amount of the deposit or assurance of payment required of Charter if Charter is repeatedly delinquent in making its payments, or Charter is being reconnected after a disconnection of service. "Repeatedly delinquent" means any undisputed payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period. In such a case, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if Charter's actual billing average for the most recent three (3)-month period exceeds the deposit amount held. However, in no event will the total amount of deposit required under this Section 6 exceed the total of Charter's actual billing average for the most recent three (3)-month period.

6.5 Return of Deposit. If, during the course of this Agreement, Charter provides a deposit pursuant to this Section 6, and subsequently establishes a minimum of eighteen (18) consecutive months good payment history with CenturyTel when doing business as a local service provider, CenturyTel shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether Charter has established a minimum of eighteen (18) consecutive month's good payment history, Charter's payment record for the most recent eighteen (18) monthly billings shall be determinative.

6.6 Form of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, the deposit or assurance of payment shall consist of: (a) a cash security deposit in U.S. dollars held by CenturyTel, (b) an irrevocable standby letter of credit naming CenturyTel as the beneficiary thereof, (c) a surety bond in a form acceptable to CenturyTel, or (d) some other form of security as the Parties may mutually agree.

6.7 Interest on Cash Deposit. CenturyTel shall pay interest on any such cash deposit in accordance with state requirements for End User deposits if such exist.

6.8 Drawing on Deposit/Assurance of Payment. Where a deposit is required under this Section 6, CenturyTel may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to Charter in respect of any undisputed amounts to be paid by Charter for services or facilities rendered under this Agreement that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Agreement.

6.9 Charter's Replenishment of Deposit/Assurance of Payment. If CenturyTel draws on the letter of credit or cash deposit, in accordance with the terms of this Agreement, upon request by CenturyTel, Charter shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.3 or 6.4, whichever is applicable.

6.10 Effect on Other Obligations. The fact that a deposit or other assurance of payment is requested by CenturyTel hereunder shall in no way relieve Charter from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and timely payment for facilities or services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of services for nonpayment of any undisputed amounts, payment of which is required by this Agreement.

7. AUDITS

7.1 Billing Audits. Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") books, records, documents, facilities and systems for the purpose of evaluating the accuracy of the Audited Party's bills and invoicing. Such audits may be performed once in each Contract Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each contract quarter) if the immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least $50,000**.** For purposes of this Section 7.1, "Contract Year" means a twelve (12) month period during the term of the Agreement commencing on the Effective Date and each anniversary thereof.

7.1.1 Scope of Audit. The scope of the audit shall be limited to the services provided and/or purchased by the Parties and the associated charges, books, records, data and other documents relating thereto for the period which is the shorter of (i) the period subsequent to the last day of the period covered by the audit which was last performed (or if no audit has been performed, the Effective Date) and (ii) the twelve (12) month period immediately preceding the date the Audited Party received notice of such requested audit.

7.1.2 Auditors and Commencement of Audit. The audit shall be performed by independent certified public accountants selected and paid by the Auditing Party. The accountants shall be reasonably competent in telecommunications and be reasonably acceptable to the Audited Party. Prior to commencing the audit, the accountants shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information

disclosed by the Audited Party to the accountants. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) calendar days after the Auditing Party has given notice of the audit to the Audited Party; except that the Audited Party has the right to extend the 60 days for specific resource availability conflict reasons such as the financial Year End close of books, information or billing system conversions in progress or schedules to start during the audit or proper commitment of resources to other audits or rate cases. In such a case, the Audited Party must provide written certification of the conflict and the expected resource availability date. The audit shall be completed within forty-five (45) calendar days after its commencement.

7.1.3 Cooperation of the Parties. Each Party shall cooperate fully in any such audit, providing reasonable access to any and all employees, books, records, documents, facilities and systems, reasonably necessary to assess the accuracy of the Audited Party's bills. Each audit shall be conducted on the premises of the Audited Party where the Audited Party's records reside, will take place during normal business hours and shall comply with the Audited Party's normal security procedures.

7.1.4 Audit Expenses. Audits shall be performed at the Auditing Party's expense, unless the audit found billing errors or inaccuracies in favor of the Auditing Party, in an amount determined by the Audit that exceeds ten percent (10%) of the amount billed to the Audited Party, in which case the Audited Party shall reimburse the Auditing Party for its expense in performing said audit. There shall be no charge for reasonable access to the Audited Party's employees, books, records, documents, facilities and systems necessary to assess the accuracy of the Audited Party's bills.

7.1.5 Audit Summary. Neither Party shall have access to the data of the other Party, but shall rely upon summary results provided by the auditor. The Audited Party may redact from the books, records and other documents provided to the auditor any confidential information of the Audited Party that reveals the identity of other customers of the Audited Party. Each Party shall maintain reports, records and data relevant to the billing of any services that are the subject matter of this Agreement for a period of not less than twenty-four (24) months after creation thereof, unless a longer period is required by Applicable Law.

7.1.6 Adjustments. Adjustments to the Audited Party's charges shall be made to correct errors or omissions disclosed by an audit. The performance of adjustments shall be subject to examination. The Audited Party will provide a formal written response to any findings in an audit within thirty (30) calendar days of receipt of any such findings. The Auditing Party in

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

7.1.7 Overcharges or Undercharges. If any audit confirms any overcharge, then the billing Party (or the Party that billed for services at more than the appropriate charge) shall promptly correct any billing error, including refunding any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. If any audit confirms any undercharge, then the billed Party (or the Party that was provided services at less than the appropriate charge) shall immediately compensate the billing Party for such undercharge. In each case of overcharge or undercharge, such rectifying credits and/or payments will be subject to interest at the lesser of one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.

7.1.8 Disputes. Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the procedures set forth in Section 19 regarding dispute resolution.

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

7.2.1 Percentage Local Use. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU") to determine the amount of Local Traffic minutes to be billed to the other Party unless the billing Party is able to track Local Traffic usage. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding Transit Traffic. Requests to calculate or recalculate PLU shall be made no more

frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall be utilized to determine the appropriate Local Traffic usage compensation to be paid, if any, in lieu of PLU at the terminating Party's option.

8. AUTHORIZATION AND AUTHORITY

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

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

8.3 Charter represents and warrants that it is a Limited Liability Company (LLC) duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

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

9. BILLING & PAYMENTS/DISPUTED AMOUNTS

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

9.1 Back Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill date. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior.

9.2 Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the Bill Date ("Bill Due Date"). When delivery of a bill to a receiving Party has been delayed by, or not received within five (5) business days after the invoice date, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party. Delivery of the bill to the receiving Party will be determined by the date that bills are electronically available. If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next Business Day. Payments may be transmitted by electronic funds transfer. Late payment charges, if any, will be payable in accordance with the provisions of this Agreement.

9.3 Late Payment Charges. If any undisputed amount due on a billing statement is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess, and the billed Party agrees to pay, a late payment charge on the past due balance equal to one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which such payment is made. Such late payment charges shall be included on the billing Party's next statement to the billed Party.

9.4 Disputed Amounts. The following shall apply where a Party disputes, in good faith, any portion of an amount billed under this Agreement ("Disputed Amounts"). Both Charter and CenturyTel agree to expedite the investigation of any Disputed Amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating formal dispute resolution.

9.4.1 Disputed Amounts Withheld From Payment.

If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party may withhold payment of such Disputed Amounts only if it gives written notice to the billing Party of the amounts it disputes and includes in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the following agreed

upon procedures; as set forth in Attachment 1 to the Interconnection Agreement. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim on or prior to the Bill Due Date means that the total charges billed are due and payable to the billing Party on the due date. The billed Party shall pay all undisputed amounts no later than the Bill Due Date. The billed Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. If the billed Party disputes any charges and any portion of the dispute is resolved in favor of the billed Party, the Parties shall cooperate to ensure that the billing Party shall credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute Nothing in this Section 9.4.1 shall constitute a waiver, or negation, of a Party's right to seek recovery of amounts already paid pursuant to Section 9.4.2 below.

9.4.2 Billing Disputes Related to Paid Amounts

If any portion of an amount paid to a Party under this Agreement is subject to a bona fide dispute between the Parties ("Disputed Paid Amount"), the billed Party may provide written notice to the billing Party of the Disputed Paid Amount, and seek a refund of such amount already paid, at any time prior to the date that is one (1) year after the date of the invoice containing the disputed amount that has been paid by the billed Party ("Notice Period"). If the billed Party fails to provide written notice of a Disputed Paid Amount within the Notice Period, the billed party waives its rights to dispute its obligation to pay such amount, and to seek refund of such amount. At the billed Party's request, the billing Party will refund the entire portion of any Disputed Paid Amounts resolved in favor of the billed Party, subject to a rate of interest equal to one and one half (1 ½%) per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date the dispute is raised until the date on which such payment is made.

9.5 Effect of Non-Payment.

9.5.1 If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may initiate dispute resolution procedures under Section 20 of this Agreement.

10. [INTENTIONALLY LEFT BLANK]

11. CAPACITY PLANNING AND FORECASTS

Within twenty (20) Business Days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, to the extent the Parties have not been interconnected pursuant to a prior interconnection agreement, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to interconnection arrangements. Such responsibilities for new interconnection arrangements, and for interconnection trunks or facilities ordered pursuant to a prior interconnection agreement, shall include but are not limited to the following:

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

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

11.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V. The Parties agree to utilize sound and economical network planning and provisioning as generally described and detailed in this Agreement in the development of these joint forecasts. The Parties further agree to work cooperatively to establish appropriate fill factors for trunks previously deployed for Charter.

11.4 Charter 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 for the following forecasting period. Charter orders that exceed the capacity of the Charter forecast shall only be filled by CenturyTel to the extent that requested capacity is Currently Available.

11.5 Capacity forecasts are not binding on either Party. Charter will not be liable to CenturyTel for any situation in which facilities that Charter actually orders do not match Charter's capacity forecast for such facilities or for any facilities forecasted by Charter but not actually ordered or deployed by Charter.

11.6 CenturyTel reserves the right to assess Charter a TBD charge for stranded

interconnection plant/facility capacity forecast by Charter but not used by Charter within six (6) months after a forecast period to the extent that CenturyTel built the plant/facility based on Charter's order.

12. CHANGES IN LAW

The terms and conditions of this Agreement shall be subject to any and all changes in Applicable Law, including but not limited to changes to rules and regulations that subsequently may be prescribed by any federal, state or local governmental authority having competent jurisdiction.

12.1 Change in Law. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, (i) any material provision of this Agreement is materially affected, changed or altered, (ii) CenturyTel is no longer required to provide a service, facility, payment or benefit otherwise required to be provided by this Agreement, or (iii) CenturyTel is required to provide a service, facility, payment or benefit not already provided to Charter under the terms of this Agreement, then the Parties shall amend this Agreement pursuant to Section 4 and this Section 12 to reflect such change in Applicable Law, or as the Parties otherwise agree. The Parties shall initiate negotiations to remove or modify such terms upon the written request of either Party. The Parties agree to negotiate such added, removed or modified terms and conditions within the timeframe established by, and pursuant to, 47 U.S.C. § 252. If the Parties cannot agree upon the addition, removal or modification of terms to amend the Agreement, either Party may arbitrate the disputed issues before the Commission pursuant to 47 U.S.C. § 252.

12.2 Addition of New Services. If a change in Applicable Law requires CenturyTel to offer a new service, facility, payment or benefit under this Agreement, Charter may submit to CenturyTel a written request to amend this Agreement to add terms and conditions for the provision of the new service, facility, payment or benefit in accordance with Section 12.1. The terms and conditions for the new service, facility, payment or benefit arrived at through such negotiations shall become effective upon execution by both Parties, unless the Commission requires that such terms and conditions become effective upon Commission approval, in which case such amended terms and conditions shall become effective upon Commission approval. Regardless of when such amended terms become effective, Charter may begin ordering the new service, facility, payment or benefit pursuant to the terms of the amended Agreement as soon as the amended Agreement or amendment, whichever the case may be, has been executed by both Parties.

12.3 Retroactive Application of Change in Law. If the Parties amend the terms and conditions of this Agreement to add, remove**,** or modify terms of the Agreement

following a change in Applicable Law, and pursuant to this Section 12, such amended terms and conditions shall apply retroactively to the effective date for the change specified by Applicable Law, if so ordered by the FCC, court of competent jurisdiction, or the Commission ("Relevant Authority").. Further, to the extent a true-up of any billing or payment for existing services and/or facilities is required by the change in Applicable Law, the Parties shall include in the change in law amendment appropriate true-up terms and conditions, if so ordered by the Relevant Authority.

13. CLEC PROFILE

13.1 Charter shall not place any orders under this Agreement until it has completed and submitted to CenturyTel a "CLEC Profile," in a form provided by CenturyTel and, if required by CenturyTel, paid a deposit for assurance of payment pursuant to Section 9. Among other things required to be listed on the CLEC Profile, Charter will provide to CenturyTel its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide. Charter will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as necessary to reflect its current certification.

13.2 Certificate of Operating Authority. Charter must represent and warrant to CenturyTel that it is a certified provider of local Telephone Exchange Service in the State. Charter will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request.

14. CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

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

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

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

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

14.4 Survival.

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

15. CONSENT

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

16. CONTACTS BETWEEN THE PARTIES

Each Party shall update its own contact information and escalation list and shall provide such information to the other Party for purposes of inquiries regarding the implementation of this Agreement. Each Party shall accept all inquiries from the other Party and provide a timely response.

17. CONTACTS WITH CUSTOMERS

Except as otherwise provided in this Agreement, Charter shall provide the exclusive interface with Charter's End User Customers.

18. COUNTERPARTS

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

19. DISCONTINUANCE OF SERVICE

19.1 If either Party proposes to discontinue, or actually discontinues, its provision of service to all or substantially all of its customers, whether voluntarily, as a result of bankruptcy, or for any other reason, that Party shall comply with all applicable rules and regulations governing such discontinuance, including the provision of notice of such discontinuation to the other Party.

20. DISPUTE RESOLUTION

The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 9 of this Article apply to the resolution of any billing disputes. However, should such billing disputes not be resolved in a timely manner, the dispute resolution provisions of this Section 20 shall apply.

20.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the arbitration**,** and approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation, Section 252 enforcement proceedings before the Commission, or commercial arbitration.

20.2 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in any action between the Parties 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, and be admitted in evidence, in the arbitration or lawsuit.

20.3 Formal Dispute Resolution.

If the negotiations referenced in Section 20.2 above fail to produce an agreeable resolution within thirty (30) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction. In addition, upon mutual agreement of the Parties, such disputes may also be submitted to binding commercial arbitration before a mutually agreed upon arbitrator.

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

22.1 [Intentionally left blank]

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

23. FORCE MAJEURE

23.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected ("Force Majeure Events"), the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use commercially reasonable efforts to avoid or remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.

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

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

24. FRAUD

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

25. GOOD FAITH PERFORMANCE

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

26. HEADINGS

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

27. INTELLECTUAL PROPERTY

Except as provided in section 30, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

28. LAW ENFORCEMENT

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

28.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 28.3.1, CenturyTel agrees to work jointly with Charter in security matters to support law enforcement agency requirements for traps, traces, court orders, etc., subject to a rate, or rate(s), set forth in Article XI (Pricing).

28.3 Where CenturyTel receives a subpoena from law enforcement, and its database search shows that the telephone number in question is not a CenturyTel account, CenturyTel shall send such information back to law enforcement, along with the name of the company to which such account is connected, if available, for further processing by law enforcement.

28.3 If a Party receives a subpoena, civil investigative demand, or other legal process (hereinafter, "subpoena") issued by a court or governmental agency having appropriate jurisdiction, and such subpoena expressly prohibits the Party receiving the subpoena ("receiving Party") from disclosing the receipt of the subpoena or the delivery of a response to the subpoena, such receiving Party shall not be required to notify the other Party that it has received and/or responded to such subpoena, even if the subpoena seeks or the receiving Party's response thereto discloses Confidential Information of the other Party or its customers. Under such circumstances, the receiving Party's disclosure to the other Party of its receipt of or delivery of a response to such a subpoena shall be governed by

the requirements of the subpoena and/or the court, governmental agency or law enforcement agency having appropriate jurisdiction.

29. LETTER OF AUTHORIZATION (LOA)

To the extent the Parties have not previously done so, Charter and CenturyTel shall each execute a mutually agreed upon blanket letter of authorization (LOA) to permit either Party to view CPNI prior to a request to change service providers. Under the blanket LOA, a Party authorized by the End User Customer to view or use its CPNI need not provide proof of End User Customer authorization to the other Party before viewing or using the CPNI. Notwithstanding any other provision of this Agreement, the Parties' negotiations over the terms of a mutually agreeable blanket letter of authorization shall not delay, impede, or interrupt the provision of number portability by either Party.

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

29.1.2 The requesting Party must maintain records of all End User Customer authorizations to change service providers or release of CPNI in compliance with State and federal law.

29.1.3 The requesting Party is solely responsible for determining whether proper authorization has been obtained and holds the other Party harmless from any loss or liability proximately caused by the requesting Party's failure to obtain proper CPNI authorization from an End User Customer.

29.1.4 When a blanket LOA has been executed and where such blanket LOA contains the appropriate authorization to release CPNI neither Party will require the other Party to submit an individual LOA prior to changing service providers or releasing CPNI, providing Customer Service Records (CSRs), or processing orders. However, it shall be considered a material breach of this Agreement if either Party submits an order to change service providers or release CPNI where such Party has not yet obtained appropriate authorization to change service providers or release CPNI from the End User Customer.

30. LIABILITY AND INDEMNIFICATION

Nothing in this section shall be interpreted to expand, limit, or otherwise alter the general duties of all telecommunications carriers, the obligations of all local exchange carriers, or the additional obligations of incumbent local exchange carriers under 47 U.S.C. §§ 251 (a), (b) and (c).

30.1 Indemnification Against Third-Party Claims. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the

"Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group"), from any and all Claims. "Claim(s)" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or End User(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section 30.1 (other than applicable employee claimant(s)), for purposes of this Section 30.1. "Reasonable costs and attorneys' fees," as used in this Section 30.1, includes without limitation fees and costs incurred to interpret or enforce this Section 30.1. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

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

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnitee Group and any third-party provider or operator of facilities involved in the provision of products, services or facilities under this Agreement from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by the Indemnifying Party's End User Customer(s) arising from or relating to any products, services or facilities provided by or through the Indemnified Party or such third-party provider or operator. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnitee Group from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party's End User Customer(s).

30.2 Disclaimer of Warranties. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, EACH PARTY ON BEHALF OF ITSELF AND ITS AFFILIATES AND SUPPLIERS DISCLAIMS ALL WARRANTIES AND DUTIES, WHETHER EXPRESS OR IMPLIED, AS TO THE SERVICES, PRODUCTS AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY STATUTE, THERE IS NO WARRANTY OF TITLE, AUTHORITY, OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES, PRODUCTS, AND ANY OTHER INFORMATION OR MATERIALS EXCHANGED BY THE PARTIES UNDER THIS AGREEMENT.

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

30.3.1 Except as provided in Section 30.3.3, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages applicable under Wis. Stat. §§ 196.199, and 196.219.

30.3.2 EXCEPT AS PROVIDED IN SECTION 30.3.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED

BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.

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

30.3.3.1 Indemnification under Section 30.1;
30.3.3.2 Breach of any obligation of confidentiality referenced in this Agreement;
30.3.3.3 Violation of security procedures;
30.3.3.4 Any breach by Charter of any provision relating to Charter's access to or use of Operations Support Systems;
30.3.3.5 Failure to properly safeguard, or any misuse of, customer data;
30.3.3.6 Statutory damages;
30.3.3.7 Liability for intentional or willful misconduct;
30.3.3.8 Liability arising under any applicable Tariff;
30.3.3.9 Liability arising under any indemnification provision contained in this Agreement or any separate agreement or the applicable provisions of the CenturyTel of Midwest-Wisconsin General Exchange Tariff and the CenturyTel of the Midwest-Wisconsin, LLC No. 3 Tariff on file with the Public Service Commission of Wisconsin related to provisioning of 911/E911 services;
30.3.3.10 Each Party's obligations under Section 27, Intellectual Property, of this Article III;
30.3.3.11 Section 30.4.2 and/or Section 30.4.3 of this Article III;
30.3.3.12 Section 45, Taxes, of this Article III, and/or
30.3.3.13 Liability arising under any indemnification provision contained in a separate agreement or the applicable provisions of the CenturyTel of Midwest-Wisconsin General Exchange Tariff and the CenturyTel of the Midwest-Wisconsin, LLC No. 3 Tariff on file with the Public Service Commission of Wisconsin related to provisioning of Directory Listing or Directory Assistance Services.

30.4 <u>Liability of Each Party</u>.

In addition to the general limitation of liability in this Section 30, the following shall also limit each Party's liability under this Agreement.

30.4.1 Inapplicability of Tariff Liability. CenturyTel's general liability, as described in its local exchange or other Tariffs, does not extend to Charter, Charter's End User Customer(s), suppliers, agents, employees, or any other third parties. Liability of CenturyTel to Charter resulting from any and all causes arising out of services, facilities or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyTel. Charter's general liability, as described in its local exchange or other Tariffs, does not extend to CenturyTel, CenturyTel's End User Customer(s), suppliers, agents, employees, or any other third parties. Liability of Charter to CenturyTel resulting from any and all causes arising out of services, facilities or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to Charter.

30.4.2 Charter Tariffs or Contracts. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyTel and any of Charter's End User Customers, suppliers, agents, employees, or any other third parties. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between Charter and any of CenturyTel's End User Customers, suppliers, agents, employees, or any other third parties.

30.4.3 [Intentionally left blank]

30.5 Either CenturyTel or Charter may reopen this Agreement for the purpose of adding Performance Measurements.

31. NETWORK MANAGEMENT

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

31.2 Responsibility for Following Standards. Each Party recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ

characteristics and methods of operation that will not interfere with or impair the service, network or facilities of each Parties network or any third parties connected with or involved directly in the network or facilities.

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

If either Party causes an Impairment in Service, the other Party shall promptly notify the Party causing the Impairment in Service of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Parties agree to work together to attempt to promptly resolve the Impairment of Service. If the Party causing the impairment of service is unable to promptly remedy the Impairment of Service, the other Party may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

31.4 Outage Repair Standard. In the event of an outage or trouble in any service being provided by CenturyTel hereunder, Charter will follow CenturyTel's standard procedures for isolating and clearing the outage or trouble. In the event of an outage or trouble in any service being provided by Charter hereunder, CenturyTel will follow Charter's procedures for isolating and clearing the outage or trouble.

32. NON-EXCLUSIVE REMEDIES

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

33. NOTICE OF NETWORK CHANGES

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

34. NOTICES

34.1 Except as otherwise expressly provided in this Agreement, any notice given by one Party to the other Party under this Agreement shall be in writing and shall be deemed to have been received as follows: (a) on the date of service if served personally; (b) on the date three (3) Business Days after mailing if delivered by First Class U.S. mail, postage prepaid; and (c) on the date stated on the receipt if delivered by certified U.S. mail, registered U.S. mail, overnight courier or express delivery service with next Business Day delivery. Any notice shall be delivered using one of the alternatives identified above and shall be directed to the applicable street or post office box address indicated in Section 34.2 below or such address as the Party to be notified has designated by giving notice in compliance with this Section. Although E-mail will not be used to provide notice, the Parties shall provide their E-mail addresses below to facilitate informal communications.

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

To Charter:

Charter Communications, Inc.
Attention: Legal Department-Telephone
12405 Powerscourt Drive
St. Louis, Missouri 63131
Telephone Number: (314) 965-0555
Facsimile Number: (314) 965-6640

with a copy to:

K.C. Halm
Davis, Wright Tremaine LLP
1919 Pennsylvania Ave., NW, Suite 800
Washington, D.C. 20006
(Phone) 202-973-4287
(Fax) 202-973-4499
(Email) kchalm@dwt.com

To CenturyTel:

Director – Contract Management
CenturyLink
KSOPKJ0201-2076
5454 W. 110th Street
Overland Park, KS 66211
Telephone Number: 913-345-7658
Facsimile Number: 913-345-6758

with a copy to:

Attention: Susan Smith
[Address 1]Director – External Affairs
[Address 2]911 North Bishop Dr., Suite C207
Texarkana, TX 75501
Telephone Number: (903) 792-3499
Facsimile Number: (903) 735-6612
Internet Address: (E-mail) Susan.Smith@CenturyTel.com

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

35. ORDERING

35.1 Ordering and Electronic Interface. A web-based interface is currently being used for Charter to order non-access services. Unless otherwise provided in the Articles of this Agreement, Charter shall use CenturyTel's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Articles of this Agreement, 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 has not yet developed and/or deployed an electronic capability for Charter to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyTel, Charter shall use such other processes as CenturyTel has made available for performing such transaction(s). If CenturyTel later makes enhanced electronic interface ordering available to CLECs for non-access services, then the Parties agree that, to the extent practicable, the enhanced electronic interface will be used by Charter for ordering services and any manual, facsimile or email interface will be discontinued.

35.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 13, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for Charter; or (b) sixty (60) Calendar Days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

36. POINTS OF CONTACT FOR CHARTER CUSTOMERS

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

36.2 [Intentionally left blank]

37. PUBLICITY AND USE OF TRADEMARKS

37.1 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever. A Party, its Affiliates, and their respective contractors and agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its express written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

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

37.3 Any violation of this Section 37 shall be considered a Default of this Agreement under Section 2.6.

38. REFERENCES

38.1 All references to Articles, Sections, Appendices and Tables and the like shall be deemed to be references to Articles, Sections, Appendices and Tables of this Agreement unless the context shall otherwise require.

38.2 Except as otherwise specified, references within an Article of this Agreement to a Section, Appendix or Table refer to a Section, Appendix or Table within or a part of that same Article.

38.3 Unless the context shall otherwise require, any reference in this Agreement to a statute, regulation, rule, Tariff, technical publication, guide (including CenturyTel or third-party guides, practices or handbooks), or publication of telecommunications industry administrative or technical standards is deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda or successor) of that statute, regulation, rule, Tariff, technical publication, guide or publication of the telecommunications industry administrative or technical standards that is in effect.

39. RELATIONSHIP OF THE PARTIES

39.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

39.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the

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

39.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

39.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

39.5 Except as provided by Section 42, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.

39.6 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

39.7 The relationship of the Parties under this Agreement is a non-exclusive relationship.

39.8 Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

40. RESERVATION OF RIGHTS

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

including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

41. STANDARD PRACTICES

41.1 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. Charter agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement. Where a dispute arises between the Parties with respect to a conflict between the CenturyTel Service Guide and this Agreement, the terms of this Agreement shall prevail. The CenturyTel Service Guide is to be used as a reference only, and is not a part of the Agreement, and is not contractually binding on Charter.

41.2 All changes to standard practices will be posted on the CenturyTel Website prior to implementation, with email notification of such postings. Email notifications directing Charter to CenturyTel's Website will contain, at a minimum, the subject of the change posted to the Website and a Website link to the posting. Posting will include CenturyTel personnel who may be contacted by Charter to provide clarification of the scope of the change and timeline for implementation. Charter reserves its right to request changes to be delayed or otherwise modified where there is an adverse business impact on Charter, with escalation through the dispute resolution process.

42. SUBCONTRACTORS

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

43. SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

44. SURVIVAL

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential

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

45. TAXES

Any State or local excise, sales, or use taxes (defined in Section 45.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 45.2) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit same is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, or fees/regulatory surcharges, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as the collecting Party reasonably requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

Notwithstanding anything to the contrary contained herein, Charter is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. Charter is also responsible for furnishing any updates or changes in its tax exempt status to CenturyTel during the Initial Term of this Agreement and any Follow-on Terms and/or extensions thereof. In addition, Charter 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 Charter's representations to CenturyTel concerning the status of Charter's claimed tax exempt status, if any, and its impact on this Section 45 are subject to the indemnification provisions of Section 30, which, for purposes of this Section, serve to indemnify CenturyTel.

45.1 Tax. A tax is defined as a charge which is statutorily imposed by the federal, State or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the federal, State or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the

purchaser and remit the charge(s) to the federal, State or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, State/local sales and use tax, State/local utility user tax, State/local telecommunication excise tax, State/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a CenturyTel, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

45.2 Fees/Regulatory Surcharges. A fee/regulatory surcharge is defined as a charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party. Fees/regulatory surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

46. TBD PRICES

46.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply identify a rate as "to be determined" or "TBD." With respect to all TBD prices, prior to Charter ordering any such TBD item, the Parties shall meet and confer to establish a price. In the event the Parties are unable to agree upon a price for a TBD item, either Party may then invoke the dispute resolution process set forth in Article III, Section 20.

47. TECHNOLOGY UPGRADES

Notwithstanding any other provision of this Agreement, each Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. Nothing in this Agreement shall limit CenturyTel's ability to modify its network through the incorporation of new equipment or software or otherwise. Charter shall be solely responsible for the cost and activities associated with accommodating such changes in its own network. Nothing in this Agreement shall limit Charter's ability to modify its network through the incorporation of new equipment or software or otherwise. CenturyTel shall be solely responsible for the cost and activities associated with accommodating such changes in its own network. Notwithstanding the foregoing, both Parties have the duty not to install network features, functions, or capabilities that do not comply with the guidelines and standards established pursuant to Section 255 or 256 of the Act.

48. TERRITORY

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

49. THIRD-PARTY BENEFICIARIES

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

50. UNAUTHORIZED CHANGES

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

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

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

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

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

51. USE OF SERVICE

Each Party shall make commercially reasonable efforts to ensure that its End User Customers comply with the provisions of this Agreement applicable to the use of services purchased by it under this Agreement.

52. WAIVER

A failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options, and the same shall continue in full force and effect.

ARTICLE V: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article

1.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, the Parties will interconnect their networks for the transmission and routing of Telephone Exchange Service and Exchange Access, and for all other purposes permitted under Applicable Law. Upon Charter's request, CenturyTel will provide Interconnection at any technically feasible point within CenturyTel's network in conformity with this Article V and Applicable Law.

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

2. Network Interconnection Methods

2.1 Introduction

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

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

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

2.1.3 CenturyTel shall provide Interconnection for Charter's facilities and equipment for the transmission and routing of Telephone Exchange Service and Exchange Access, at a level of quality equal to that which CenturyTel provides itself, a subsidiary, an affiliate, or any other party to

which CenturyTel provides Interconnection and on rates, terms and conditions that are just, reasonable and non-discriminatory.

2.1.4 The Parties have already established interconnection network arrangements for the transmission and routing of Telephone Exchange Service and Exchange Access within Wisconsin. To the extent that the Parties choose to modify such arrangements, they will do so pursuant to the terms of this Article V.

2.2 Network Connection Architecture

Charter may connect with CenturyTel on its network at any of the minimum Currently Available points required by the FCC, including at a single Point of Interconnection (POI) within a local access and transport area ("LATA"). Connection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree to directly connect their respective networks, connection will be as specified in the following subsections. Based on the configuration, the installation time line will vary considerably; however, CenturyTel will work with Charter in all circumstances to install POIs within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

2.2.1 Subject to mutual agreement, the Parties may use the following types of network facility connection, using such interface media as are (i) appropriate to support the type of connection requested and (ii) available at the facility at which connection is requested.

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

b. A special access arrangement terminating at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

c. Charter may exchange traffic via indirect connections by transiting a third-party provider's interconnection with CenturyTel. In the event that Charter sends traffic through a third-party provider, Charter will be responsible for any termination, transiting or tandem charges rendered by a third-party provider for all traffic originating on Charter's network. To the extent that CenturyTel delivers originating traffic to Charter via indirect connections by transiting a third-party provider's interconnection with Charter,

CenturyTel will be responsible for any transiting or tandem charges rendered by a third-party provider for all traffic originating on CenturyTel's network.

2.2.2 The Parties agree to rely upon existing indirect interconnection arrangements to exchange traffic, as set forth below. With respect to new connections, the Parties agree to initially use indirect interconnection as the means of exchanging traffic at the tandem switch serving the CenturyTel Rate Center. The Parties agree to transition away from existing indirect interconnection arrangements in the following circumstances:

2.2.2(a) Direct Connection for Exchange of "Competing" Traffic

2.2.2.(a)(i) DS1 Threshold

Where both Parties are providing service within a CenturyTel Rate Center or exchange, and the volume of traffic reaches a DS1 for three consecutive months, Charter will establish a POI on its network within the CenturyTel Rate Center where there are Currently Available facilities to complete the direct connection, or at some point that is mutually agreeable, capable of accepting time division multiplexing ("TDM") traffic from CenturyTel for the purposes of establishing a direct connection in that Rate Center. CenturyTel will then complete the direct connection by establishing a T1, or other similar transmission facility, to the Charter point of interconnection over a physical facility provisioned by CenturyTel. The Rate Center where this direct connection is established shall be referred to as "the POI Rate Center."

Once a direct connection is established in the POI Rate Center, that same direct connection will be used by the Parties to exchange traffic that is destined to, or from, any other CenturyTel Rate Center that is directly connected to the POI Rate Center. For purposes of this section, another CenturyTel Rate Center will be considered to be directly connected to the POI Rate Center if it and the POI Rate Center are part of the same host/remote relationship, or if it has EAS to the POI Rate Center. For purposes of this section Extended Community Calling (ECC) is not considered to be EAS. Accordingly, where the volume of traffic reaches a DS1 for three consecutive months in any additional Rate Center that is directly connected to the POI Rate Center, the Parties will use the direct connection established in the IP Rate Center as a central point at which they will exchange traffic that is destined to or from such additional Rate Center.

2.2.2(a)(ii) DS3 Threshold

Where the Parties are each providing service within a CenturyTel Rate Center or exchange, and the volume of traffic reaches a DS3 for three consecutive months, the Parties agree to establish a mid-span fiber meet pursuant to the procedures set forth in Sections 2.2.2(a) and 2.2.2 herein.

2.2.2(b) Direct Connection for Exchange of "Non-Competing" or Terminating (EAS and ECC) Traffic

2.2.2(b)(i) DS1 Threshold

Where Charter is not providing service within a CenturyTel Rate Center or exchange, but is instead only exchanging EAS and ECC traffic with CenturyTel, and the volume of traffic reaches a DS1 for three consecutive months, the Parties will establish a direct connection. To establish such direct connection, Charter may lease a dedicated facility from CenturyTel or a third-party carrier for purposes of interconnecting the Parties' networks. Or, at its option, Charter may elect to use its own network facilities, and the Parties agree to establish a direct connection as set forth in Section 2.2.2(a)(i), above.

Charges for any interconnection facilities provided by CenturyTel, or a third party carrier, will be reduced or apportioned to reflect the percentage of the facility that is maintained within CenturyTel's Rate Center. This percentage will be calculated utilizing standard billing interconnection percentage "BIP" calculations utilizing the CenturyTel End Office and the Tandem Office of the incumbent LEC in that Rate Center as the A to Z points for such facilities. In no event shall the mileage associated with the reduction in charges for any CenturyTel-provided facility, or the mileage associated with third party charges apportioned to CenturyTel, exceed the CenturyTel mileage that was included in the BIP calculation.

Once a direct connection is established in the POI Rate Center, that same direct connection will be used by the Parties to exchange traffic that is destined to, or from, any other CenturyTel Rate Center that is directly connected to the POI Rate Center. For purposes of this section, another CenturyTel Rate Center will be considered to be directly connected to the POI Rate Center if it and the POI Rate Center are part of the same host/remote relationship, or if it has EAS to the POI Rate Center. For purposes of this section, ECC is not considered to be EAS. Accordingly, where the volume of traffic reaches a DS1 for three consecutive months in any additional Rate Center that is directly connected to the IP Rate Center, the Parties will use the IP Rate Center as a central point at which they will exchange traffic that is destined to or from such additional Rate Center.

2.2.2(b)(ii) DS3 Threshold

Where the Parties are exchanging so-called non-competing or terminating traffic and the volume of traffic reaches a DS3 for three consecutive months, the Parties agree to establish a mid-span fiber meet pursuant to the procedures set forth in Sections 2.2.2(a) and 2.2.2 herein.

2.2.2(c) Miscellaneous

For purposes of measuring the traffic threshold under this Section 2.2.2, the Parties agree that it will be measured as combined traffic between two single switches of each Party reaching a DS1 equivalent (200,000 combined minutes of use).

The Parties agree that the criteria described above in Section 2.2.2(a) and 2.2.2(b) governs the Parties' interconnection obligations and that such obligations are not triggered solely by Charter's assignment of, or CenturyTel's porting of, any NPA-NXX codes to a particular Rate Center.

2.2.3 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide.

2.2.4 Each Party is responsible for the facilities to its side of the POI(s) and may utilize any method of Interconnection described in this Section 2. Each Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility to the POI(s).

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

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

2.2.7 Technical Interfaces

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

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

2.3 Methods of Interconnection

2.3.1 Leased Facility Interconnection ("LFI")

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

2.3.1.2 To the extent required by Applicable Law, traffic may be delivered to each Point of Interconnection through Collocation arrangements offered by CenturyTel pursuant to this Agreement or the rates, terms and conditions set forth in CenturyTel's applicable Tariff, where such Tariff is available. As set forth in Article IX (Additional Services), if no applicable Tariff is available, CenturyTel shall provide Collocation to Charter pursuant to a separately provided Collocation agreement.

2.3.2 Fiber Meet Interconnection

2.3.2.1 Fiber Meet Interconnection between CenturyTel and Charter can occur at any mutually agreeable, economically and technically feasible point(s) between a CenturyTel End Office and Charter's premises. The Parties shall establish a Fiber Meet Point of Interconnection within a commercially reasonable period following CenturyTel's final acceptance of a request by Charter to establish a fiber meet point arrangement pursuant to Article III, Section 10.

2.3.2.2 Where the Parties interconnect their networks pursuant to a Fiber Meet, the Parties shall jointly engineer and operate this Interconnection as a Synchronous Optical NETwork (SONET) ring or single point-to-point linear SONET system. Administrative control of the SONET system shall be mutually agreed upon by the Parties. Only Interconnection trunks or trunks used to provide ancillary services as described in Section 3 of this Article, and 911 trunks (where technically feasible), shall be provisioned over this facility.

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

Parties that such specifications shall be implemented, and in any case, prior to the establishment of any Fiber Meet arrangements between them.

2.3.2.4 There are four basic Fiber Meet design options, which include, but are not limited to, the following. The Parties can mutually agree upon any other design option.

2.3.2.4.1 Design One: Charter's fiber cable (four, or some integral multiple thereof, fibers) and CenturyTel's fiber cable (four, or some integral multiple thereof, fibers) are connected at an economically and technically feasible point between the Charter and CenturyTel locations. In this case, the POI would be at a mutually agreeable location.

2.3.2.4.2 Design Two: Charter will provide fiber cable to the last entrance (or CenturyTel designated) manhole at the CenturyTel End Office Switch. CenturyTel shall make all necessary preparations to receive and to allow and enable Charter to deliver fiber optic facilities into that manhole. Charter will provide a sufficient length of Optical Fire Resistant (OFR) cable for CenturyTel to pull the fiber cable through the CenturyTel cable vault and terminate on the CenturyTel fiber distribution frame (FDF) in CenturyTel's office. Charter shall deliver and maintain such strands wholly at its own expense up to the POI. CenturyTel shall take the fiber from the manhole and terminate it inside CenturyTel's office on the FDF at CenturyTel's expense. In this case, the POI shall be at the CenturyTel designated manhole location.

2.3.2.4.3 Design Three: CenturyTel will provide fiber cable to the last entrance (or Charter designated) manhole at the Charter location. Charter shall make all necessary preparations to receive and to allow and enable CenturyTel to deliver fiber optic facilities into that manhole. CenturyTel will provide a sufficient length of Optical Fire Resistant (OFR) cable for Charter to run the fiber cable from the manhole and terminate on the Charter fiber distribution frame (FDF) in Charter's location. CenturyTel shall deliver and maintain such strands wholly at its own expense up to the POI. Charter shall take the fiber from the manhole and terminate it inside Charter's office on the FDF at Charter's expense. In this case the POI shall be at the Charter designated manhole location.

2.3.2.4.4 Design Four: Upon mutual agreement of the Parties, both Charter and CenturyTel may each provide two fibers between their respective locations. This design may only be considered where existing fibers are Currently Available and there is a mutual benefit to both Parties. ILEC will establish, deploy, maintain, and assume responsibility for the fibers associated with the "working" side of the system. Charter will establish, deploy, maintain, and assume responsibility for the fibers associated with the "protection" side of the system. The Parties will work cooperatively to terminate each other's fiber in order to provision this joint SONET ring, or point-to-point linear system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. For purposes of this fiber meet design option, the POI will be located at a location mutually agreeable to the Parties. Notwithstanding the Parties' decision to define the POI, in the manner described above, the Parties agree that each Party will be solely responsible for all of the deployment and ongoing maintenance costs associated with the fibers that it establishes and deploys under this design option, regardless of the location of the POI agreed upon by the Parties.

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

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

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

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

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

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

2.4 Responsibilities of the Parties

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

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

2.4.3 Charter and CenturyTel shall:

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

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

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

2.5. Joint Facility Growth Planning

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

2.5.2 <u>Criteria</u>:

2.5.2.1 Investment is to be minimized.

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

2.5.3 Processes:

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

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

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

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

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

3. Interconnection Trunking Requirements

3.1 Introduction

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

3.1.2 This Section 3 of Article V provides descriptions of the trunking requirements between Charter and CenturyTel. All references to incoming

and outgoing trunk groups are from the perspective of Charter. The paragraphs below describe the required and optional trunk groups for local and mass calling.

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

3.2 Trunk Groups

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

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

3.2.3 Notwithstanding the preceding paragraph 3.2.2 above, the Parties recognize that certain technical and billing issues may necessitate the use of one-way trunking. Either Party may provision its own one-way trunks. Regardless of whether one-way or two-way facilities are provisioned, each Party is individually responsible to provide facilities to the POI. If one-way trunking is used, CenturyTel shall only be financially responsible for deploying and maintaining one-way trunks between CenturyTel's switch and the POI. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Section 20 of Article III.

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

3.2.4.1 911/E911 trunks;

3.2.4.2 Mass Calling Trunks, if applicable; and

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

3.2.5 To the extent a Party combines Local Traffic and Jointly-Provided Switched Access Traffic on a single trunk group for indirect delivery through a Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). Such PLUs will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for jurisdictionalization of traffic or call detail samples. Call detail or direct jurisdictionalization using CPN information may be exchanged in lieu of PLU, if it is available. The terminating Party should apportion per minute of use (MOU) charges appropriately.

3.2.6 All traffic received by CenturyTel on the direct End Office trunk group from Charter must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by Charter on the direct End Office trunk group from CenturyTel must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).

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

switched access traffic between the IXC and Charter. If the IXC subsequently indicates that it does not want the traffic routed to or from Charter, CenturyTel will not route the traffic.

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

3.2.7.2 Each Party shall only deliver traffic over the local connection trunk groups to the other Party's Access Tandem for those publicly-dialable NXX Codes served by End Offices that directly subtend the Access Tandem or to those wireless service providers that directly subtend the Access Tandem.

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

3.2.8 The following trunk groups shall be used to exchange Local Traffic between Charter and CenturyTel.

3.2.8.1 Local Interconnection Trunk Group(s) in Each Exchange

<u>Direct End Office Trunking</u>

3.2.8.1.1 The Parties shall establish direct End Office primary high usage Local Interconnection Trunk Groups for the exchange of Local Traffic where actual traffic volume reaches twenty four (24) or more trunks, for three consecutive months, as described in Section 2.2.2 of this Article.

3.2.9 Notwithstanding any other provision of this Agreement, neither Party is required to port a telephone number to a location outside of the geographic area associated with the Rate Center assigned to such telephone number.

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

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

3.2.11.1 If Charter should acquire a HV/Mass Calling customer, i.e. an ISP or a radio station, Charter shall provide written notification to CenturyTel.

3.3 [Intentionally left blank]

3.4 [Intentionally left blank]

3.5 Forecasting and Planning Responsibilities

3.5.1 Charter agrees to provide an initial forecast for establishing the initial Interconnection facilities pursuant to Article III, Section 11. CenturyTel shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to Charter. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Charter shall provide subsequent forecasts on a semi-annual basis. Charter forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this section for a minimum of three years. Forecasts shall be non-binding on both CenturyTel and Charter. CenturyTel shall take Charter's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by Charter. However, the development and submission of forecasts shall not replace the ordering process in place for interconnection trunks and facilities, and the provision of the forecasted quantity of interconnection trunks and facilities is subject both to capacity existing at the time the order is submitted as well as to the demonstrated need based on the fill rate of the existing trunks and facilities. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time.

3.5.2 The semi-annual forecasts shall include:

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

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

reflected by a significant increase or decrease in trunking demand for the following forecasting period.

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

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

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

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

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

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

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

the scope and complexity of the requested Interconnection and other relevant factors.

3.5.8.2 If, after the Effective Date, Charter deploys additional switches that will serve its End User Customers located in the CenturyTel service area, and which may necessitate the need to establish additional POIs with CenturyTel's network, then Charter shall provide written notice to CenturyTel to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If CenturyTel deploys additional End Office switches in a local exchange after the Effective Date or otherwise wishes to establish Interconnection with additional Charter Central Offices in such local exchange, CenturyTel shall be entitled, upon written notice to Charter, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

3.6 Trunk Design Blocking Criteria

3.6.1 In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty-one (21) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use medium day-to-day variation and 1.0 peakedness factor until actual traffic data is available) or equivalent Erlang B or Poisson factors.

TABLE 1

Trunk Group Type	Design Blocking Objective
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	1%

3.7 Trunk Servicing

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

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

3.7.3 Underutilization:

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

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

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

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

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

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

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

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

3.11 Trunk Data Exchange

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

3.11.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

3.12. Network Management

3.12.1 <u>Restrictive Controls</u>

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

3.12.2 Expansive Controls

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

3.12.3 Temporary Mass Calling

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

4. Mutual Compensation for Transport, Termination, and Transiting

4.1 Introduction

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

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

4.2.1 The Telecommunications traffic exchanged between Charter and CenturyTel will be classified as Local Traffic, ISP-Bound Traffic, Interconnected VoIP Service Traffic, intraLATA Toll Traffic, or interLATA Toll Traffic.

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

access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or, (6) Tandem Transit Traffic.

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

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

Charter represents that, with the exception of ISP-Bound Traffic (which shall continue to be governed by separate provisions of this Agreement addressing ISP-Bound Traffic), the only traffic that Charter currently exchanges with CenturyTel meets the definition of "Interconnected VoIP Service Traffic." The Parties agree that no other forms of IP-enabled traffic (excluding ISP-Bound Traffic) may be exchanged between the Parties without an amendment to the Agreement. In the event that Charter desires to begin sending traffic to CenturyTel that does not meet the definition of Interconnected VoIP Service Traffic (as defined in Article II, Section 2.80), Charter shall provide written notice to CenturyTel prior to doing so. Upon receipt of such notice, the Parties shall, unless otherwise mutually agreed, amend this Agreement in accordance with Article III, Section 4 to reflect terms appropriate for the exchange of such additional type(s) of IP-enabled traffic.

4.2.2 The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. When an End User originates a call which terminates to an End User physically located in the same local calling area and served on the other Party's switch, the

originating Party shall compensate the terminating Party for the transport and termination of Local Traffic in accordance with Section 4.4 of this Article.

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

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

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

4.2.3.4 If Charter assigns NPA/NXXs to specific Rate Centers and assigns numbers from those NPA/NXXs to Charter End-Users physically located both within and outside of the Rate Center to which the NPA/NXX is assigned, then Charter agrees to work with CenturyTel to develop a Percent Local Usage (PLU) factor for the traffic to those Charter End Users physically located within the Rate Center. CenturyTel shall use the PLU to determine the VNXX traffic subject to originating access charges pursuant to Section 4.2.2.3 of this Article. Actual call records shall be used to determine PLU where such are available. If actual call records are

not available, Charter and CenturyTel will jointly negotiate a PLU. The PLU will be updated no more often than once per year.

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

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

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

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

4.2.7 Private Line Services include private line-like and special access services and are not subject to local reciprocal compensation. Private Line Services are defined as dedicated Telecommunications channels provided between two points or switched among multiple points and are used for voice, data, audio or video transmission. Private Line services include, but are not limited to, WATS access lines.

4.2.8 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days notice to the other Party, shall correct the routing of any traffic that is routed in a manner inconsistent with the terms of this Agreement by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.

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

4.3 Responsibilities of the Parties

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

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

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

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

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

4.4 Local Traffic Compensation

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

4.4.2 The Parties shall assume that Local Traffic originated by or terminating to the Parties' End-User Customers is roughly balanced between the Parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once every six (6) months. Such traffic study shall examine all Local Traffic, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the other Party's total terminated minutes for Local Traffic, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic, either Party may notify the other that mutual compensation will commence for such Local Traffic, excluding Local Traffic that is also Information Access Traffic and/or ISP-Bound Traffic. The Parties will negotiate rates pursuant to Article III, Section 46, which rates shall continue for the duration of the Term of this Agreement unless otherwise agreed pursuant to subsequent traffic studies (not more frequent than every 12 months) which indicate that the traffic has changed to reflect that neither Party terminates more than 60% of the others traffic.

4.4.3 <u>End Office Termination Rate</u>

4.4.3.1 Where Reciprocal Compensation is invoked pursuant to Section 4.4.2, the End Office Termination rate applies to Local Traffic that is delivered to the Parties for termination at an End Office Switch. This includes direct-routed Local Traffic that terminates to offices that have combined Tandem Office Switch and End Office Switch functions.

4.5 Billing for Mutual Compensation

If Reciprocal Compensation (i.e., the mutual exchange of traffic subject to rates) is invoked pursuant to Section 4.4.2, this Section 4.5 and its subsections shall apply.

4.5.1 Direct Interconnection

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

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

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

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

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

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

4.6 Transit Traffic

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

4.6.2 Where CenturyTel is a Tandem owner, Transit Service is provided by CenturyTel to Charter to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another Charter, another LEC, or a wireless carrier) that is connected to Access Tandem Switches of subtending CenturyTel's End Offices. To the extent that Charter's owns an Access Tandem Switch, as designated in the LERG, Charter may also provide Transit Service to CenturyTel.

4.6.3 For purposes of the Agreement, Transit Traffic does not include traffic that is carried by Interexchange Carriers at any point during the end-to-end transmission of the communication. For purposes of this Agreement, traffic carried at any point during the end-to-end transmission of the communication by one or more Interexchange Carriers is defined as Jointly-Provided Switched Access Service Traffic to which Sections 4.6.4.3 and 3.2.5 of this Article apply.

4.6.4 CenturyTel will accept Transit Traffic originated by Charter for termination to another CLEC, another LEC, or wireless carrier that is connected to CenturyTel's Access Tandem Switch or subtending End Office. CenturyTel will also terminate Transit Traffic from another CLEC, another LEC, or wireless carrier that is connected to CenturyTel's End Office and/or Access Tandem Switch to Charter, subject to the following.

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

4.6.4.2 The originating carrier is responsible for payment of appropriate rates to the carrier providing the Transit Service and to the terminating carrier. The Parties agree to enter into traffic exchange

agreements with third-party Telecommunications Carriers prior to delivering traffic to be transited to third-party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third-party Telecommunications Carrier with which the originating Party does not have a traffic exchange agreement, the originating Party will indemnify, defend and hold harmless the second Party against any termination charges levied by such third-party Telecommunications Carrier. In the case of IntraLATA Toll Traffic where CenturyTel is the designated IntraLATA Toll provider for existing LECs, CenturyTel will be responsible for payment of appropriate usage rates.

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

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

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

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

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

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

4.6.5 When CenturyTel receives an unqueried call from Charter to a telephone number that has been ported to another local service provider, CenturyTel will complete such calls to the new local service provider, and Charter shall pay CenturyTel the applicable transit rate and LNP Query Service charge set forth in Article XI (Pricing).

4.7 <u>Billing.</u>

4.7.1 CenturyTel shall render to Charter a bill for services ordered by Charter pursuant to Article III of this Agreement on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic or transiting, if applicable, shall be billed in arrears.

4.7.2 Billing Specifications.

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

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

4.7.2.3 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

5. Applicability of Other Rates, Terms and Conditions

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

ARTICLE VIII: MAINTENANCE

1. GENERAL MAINTENANCE & REPAIR REQUIREMENTS

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

2. MAINTENANCE & REPAIR PROCEDURES

2.1 CenturyTel shall not respond to maintenance and/or repair calls directly from Charter's End User Customers. Charter shall initiate any and all maintenance and/or repair calls to CenturyTel on behalf of Charter's End User Customers.

2.2 CenturyTel will provide a single point of contact (SPOC) for all of Charter's maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week. This SPOC shall be set forth in the CenturyTel Service Guide.

2.3 On a reciprocal basis, Charter will provide CenturyTel with an SPOC for all maintenance and repair requirements under this Article (via a 1-800 number(s)) that will be answered twenty-four (24) hours per day, seven (7) days per week.

2.4 Charter agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs as may be agreed by the Parties. Before contacting CenturyTel's Trouble Maintenance Center (CTMC), Charter must first conduct trouble isolation to ensure that the trouble does not originate from Charter's own equipment or network or the equipment of Charter's customer.

2.5 If (a) Charter reports to CenturyTel a customer trouble, (b) Charter requests a dispatch, (c) CenturyTel dispatches a technician, and (d) such trouble was not caused by CenturyTel's facilities or equipment in whole or in part, then Charter shall pay CenturyTel time and material and maintenance service charges set forth in Article XI (Pricing) for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by Charter is not available at the appointed time. Charter accepts responsibility for initial trouble isolation and providing CenturyTel with appropriate dispatch information based

on its test results. If, as the result of Charter instructions, CenturyTel is erroneously requested to dispatch to a site on CenturyTel's company premises ("dispatch in"), a time and material and maintenance service charge set forth in Article XI (Pricing) will be assessed per occurrence to Charter by CenturyTel. If as the result of Charter's instructions, CenturyTel is erroneously requested to dispatch to a site outside of CenturyTel's company premises ("dispatch out"), a time and material and maintenance service charge set forth in Article XI (Pricing) will be assessed per occurrence to Charter by CenturyTel.

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

3. ESCALATION PROCEDURES

3.1 Each Party will provide the other Party with written escalation procedures for maintenance and repair resolution to be followed if any individual trouble ticket or tickets are not resolved in an appropriate fashion. The escalation procedures to be provided hereunder shall include names and telephone numbers of management personnel who are responsible for maintenance and/or repair issues.

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

4. EMERGENCY RESTORATION

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

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

4.1.2 CenturyTel shall establish methods and procedures for reprovisioning of all resold services, Unbundled Network Elements and Interconnection Facilities and trunks after initial restoration. CenturyTel agrees that Telecommunications Service Priority ("TSP") services for Charter carry equal priority with CenturyTel TSP services for restoration. CenturyTel will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

5. MISDIRECTED REPAIR CALLS

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

5.2 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6. PREMISES VISIT PROCEDURES

6.1 CenturyTel maintenance of service charges, for premises visits requested by Charter, when applicable, will be billed by CenturyTel to Charter, and not to Charter's End User Customers.

6.2 Dispatching of CenturyTel's technicians to Charter's End User Customers' premises shall be accomplished by CenturyTel pursuant to a request received from Charter.

6.3 Except as otherwise provided in this Agreement, in those instances in which CenturyTel personnel are required pursuant to this Agreement to interface directly with Charter's End User Customers for the purpose of installation, repair and/or maintenance of services, such personnel shall inform the customer, if asked, that he or she is there acting on behalf of the customer's local service provider. In these situations, any written "leave behind" materials that CenturyTel technicians provide to Charter's customer will be non-branded materials that does not identify the work being performed as being performed by CenturyTel. CenturyTel will not rebrand its vehicles and personnel.

6.4 If a trouble cannot be cleared without access to Charter's local service customer's premises and the customer is not at home, the CenturyTel technician will leave at the customer's premises a non-branded "no access" card requesting the customer to call Charter for rescheduling of the repair.

7. TESTING

7.1 All troubles affecting CenturyTel's Unbundled Network Elements leased by Charter that are determined not to be End User Customer-related or in Charter's provided network facilities will be reported by Charter to CenturyTel. Upon receipt of a trouble report on such Network Elements, CenturyTel will test and sectionalize all elements purchased from (or provided by) CenturyTel. If CenturyTel determines that a trouble is isolated or sectionalized in network facilities provided by Charter, then CenturyTel will refer the trouble ticket back to Charter for handling.

8. PRICING

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

ARTICLE IX: ADDITIONAL SERVICES

1. NUMBER PORTABILITY

1.1 Definitions.

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

1.1.1 **"**Coordinated Hot Cut (CHC)" – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order, where requested by the Recipient Party, or where required by technical limitations that preclude the use of a Ten-Digit Unconditional Trigger.

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

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

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

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

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

1.2 Number Portability (NP).

1.2.1 Each Party will provide Number Portability ("NP") in accordance with the Act, and applicable FCC rules, regulations and orders.

1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If Charter requests that CenturyTel port a number, the Parties shall follow the "Local Number Portability Ordering Process" set forth in CenturyTel's Service Guide. Charter's consent to follow the Local Number Portability Ordering Process in the CenturyTel Service Guide shall not be deemed as consent that the Service Guide is incorporated into, or otherwise made a part of, this Agreement.

Further, Charter's consent to follow the Local Number Portability Ordering Process in the CenturyTel Service Guide shall not establish any liability upon Charter, nor shall CenturyTel assess any charges on Charter for number porting, or service order charges associated with such requests.

1.2.2.1 The LSR will have a requested due date that is not less than the standard interval of four (4) Business Days.

1.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 24 hours from the time an LSR is received.

The Parties acknowledge that in CC Docket No. 95-116, the FCC ordered the implementation of a one (1)-business day interval applicable to number port requests. At such time or on such date as this interval is required to be implemented by the Parties, but not before, the Parties will agree to implement such 1-business day interval for number port requests made pursuant to this Agreement without the need to amend this Agreement and notwithstanding the four (4)-business day interval currently set forth in Section 1.2.2.1.

1.2.2.3 For purposes of this Article, the Donor Party may request to use a project management approach for the implementation of LSRs for large quantities of numbers ported from a single End User location, within a given state. For purposes of this provision, "large quantities" shall mean seventy-five (75) or more numbers. The Donor Party also may request to use a project management approach for the implementation of LSRs for complex ports, which shall be defined as those ports that include complex switch translations (*e.g.*, Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop). Under such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: due dates, cutover intervals and times, coordination of technical resources, and completion notice.

1.2.3 Notwithstanding any other provision of this Agreement, the Pricing Appendices, and any attachment or appendix incorporated herein, the Parties shall not assess charges on one another for porting telephone numbers, or for processing service orders associated with requests for number porting. Neither Party will bill the other Party any service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

1.2.4 [Intentionally left blank]

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

1.2.6 When CenturyTel receives an unqueried call from Charter to a telephone number that has been ported to another local services provider, the unqueried call routing rate set forth in Article XI (Pricing) at Section I(B), and LNP Query Service charge, as set forth in Article XI (Pricing) at Section III(D), will apply.

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

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

1.2.9 The Recipient Party will be responsible for the End User Customer's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End User's telephone number in its switch.

1.3 <u>Cut-Over Process for Number Porting Orders</u>

1.3.1 <u>TDT Cut-Overs</u>.

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

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

1.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after

the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

1.3.2 Coordinated Hot Cuts (CHC).

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

1.3.2.2 Pricing for Coordinated Hot Cut.

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

1.3.2.2.2 For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

2. ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

2.1 Via Tariff or Separate Agreement

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

2.2 Pole Attachment & Conduit Occupancy Agreements

Charter agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any pole attachments to CenturyTel's

facilities or uses CenturyTel's conduit. Unauthorized pole attachments or unauthorized use of conduit will constitute a material breach of this Agreement.

3. ACCESS TO NETWORK INTERFACE DEVICE (NIDS)

3.1 Existing NIDS. CenturyTel shall make available to Charter pursuant to this Agreement NIDs Currently Available in CenturyTel's network. CenturyTel shall have no obligation to construct or deploy new facilities or equipment in order to provision a NID to satisfy Charter's request. NIDs shall remain the property of CenturyTel.

3.2 Impairment of Service. Charter's use of any CenturyTel NID, or of its own equipment or facilities in conjunction with any CenturyTel NID, will not materially interfere with or impair service over any facilities of CenturyTel, its Affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public. Upon reasonable written notice and opportunity to cure, CenturyTel may discontinue Charter's offending service or refuse service if Charter violates this provision.

3.3 Subject to the provisions of this Section 3.0 and its subsections, CenturyTel shall provide access to the NID under the following terms and conditions. Rates and charges applicable to NIDs are set forth in Article XI (Pricing), and such rates and charges shall apply.

3.4 Maintenance and control of the End User Customer's Inside Wiring (i.e., on the End User Customer's side of the NID) is under the control of the End User Customer. Conflicts between telephone service providers for access to the End User's Inside Wire on the End User's side of the NID must be resolved by the End User.

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

3.5.1 Notwithstanding any other provision of this Agreement, in instances where CenturyTel's placement of the NID obstructs Charter's ability to connect a Charter provided loop to the inside wiring of a customer's premises or where insufficient wiring is accessible to make a direct connection to the End User customer's inside wiring because CenturyTel had not left either a drip loop of wire at least 6 inches wide on the wire between the NID and the exit point from a customer's premises or at least 6 inches of wire inside the customer access side of the NID, Charter may make such connection through the customer side of the CenturyTel NID, and Charter does not need to submit a request to CenturyTel and CenturyTel shall not charge Charter for access to the CenturyTel NID.

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

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

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

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

1. INTENTION OF THE PARTIES

1.1 It is the Parties' intent that this Article shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyTel and Charter with regard to access to, use of services provided by, or information obtained pursuant to the CenturyTel Operations Support Systems that are described within the various articles of the Interconnection Agreement and/or the CenturyTel Service Guide.

1.2 This Article sets forth terms and conditions for access to Operations Support Systems (OSS) functions to support the resale services, ancillary services, Interconnection and Unbundled Network Elements provided under this Agreement so that Charter can obtain pre-ordering, ordering, provisioning, maintenance/repair, and billing information and services from CenturyTel.

2. DEFINITIONS

2.1 CenturyTel Operations Support Systems: CenturyTel systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

2.2 CenturyTel OSS Services: Access to CenturyTel Operations Support Systems functions. The term "CenturyTel OSS Services" includes, but is not limited to: (a) CenturyTel's provision of Charter Usage Information to Charter pursuant to Sections 2.8 and 9.0 below; (b) CenturyTel's provision of Charter Billing Information to Charter pursuant to Sections 2.9 and 10.0 below; and (c) "CenturyTel OSS Information," as defined in Section 2.4 below.

2.3 CenturyTel OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyTel to provide CenturyTel OSS Services or CenturyTel Pre-OSS Services to Charter.

2.4 CenturyTel OSS Information: The term "CenturyTel OSS Information" includes, but is not limited to: (a) any Customer Information related to a Charter customer accessed by, or disclosed or provided to, Charter through or as a part of CenturyTel OSS Services or CenturyTel Pre-OSS Services; (b) any Charter Usage Information (as defined in Section 2.8 below); and (c) any Charter Billing Information (as defined in Section 2.9 below) accessed by, or disclosed or provided to, Charter.

2.5 CenturyTel Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyTel OSS Service and that CenturyTel offers to provide to Charter prior to, or in lieu of, CenturyTel's provision of the CenturyTel OSS Service to Charter. The term "CenturyTel Pre-OSS Services" includes, but is not limited to, the activity of placing orders for CenturyTel Retail Telecommunications Services or Access Service Requests through a telephone facsimile, electronic mail, or Web graphical user interface ("Web GUI") communication.

2.6 CenturyTel Retail Telecommunications Service: Any Telecommunications Service that CenturyTel provides at retail to subscribers that are not Telecommunications Carriers. The term "CenturyTel Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyTel.

2.7 Customer Information: Customer Proprietary Network Information ("CPNI") of a customer as defined in Section 222 of the Act, 47 U.S.C. §222, and any other non-public, individually identifiable information about a customer or the purchase by a customer of the services or products of a Party.

2.8 Charter Usage Information: The usage information for a CenturyTel Retail Telecommunications Service purchased by Charter under this Agreement that CenturyTel would record if CenturyTel was furnishing such CenturyTel Retail Telecommunications Service to a CenturyTel retail End User Customer.

2.9 Charter Billing Information: The billing information for a CenturyTel Telecommunications Service (as defined in Section 3(46) of the Act, 47 U.S.C. § 153(46)), Unbundled Network Elements, Interconnection Facilities, and ancillary services purchased by Charter under this Agreement (as well as Meet-Point Billing Data), purchased by Charter under this Agreement that CenturyTel would provide if CenturyTel was furnishing such services or facilities to a CenturyTel customer.

3. SERVICE PARITY AND STANDARDS

Notwithstanding anything in this Agreement to the contrary, CenturyTel shall meet any service standard imposed by the FCC or by the Commission for any local services, Unbundled Network Elements, ancillary functions, and Interconnection provided by CenturyTel to Charter for resale or use in the provision of Telecommunications Services.

4. FUTURE ENHANCEMENTS TO CENTURYTEL OSS FACILITIES

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

5. NOTICES

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

6. CENTURYTEL OSS SERVICES

6.1 Upon request by Charter, CenturyTel shall provide to Charter, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyTel Pre-OSS Services, or at CenturyTel's option, access to CenturyTel OSS Services. CenturyTel shall not be required to provide Charter access to CenturyTel OSS

Services if such are not available and CenturyTel provides Charter access to applicable CenturyTel Pre-OSS Services.

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

6.3 Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyTel Service Guide. Notwithstanding the foregoing, the CenturyTel Service Guide is to be used as a reference only, and is not a part of the Agreement, and is not contractually binding on Charter. The service order charges set forth pursuant to this Agreement, if any, shall apply to all orders placed via OSS or pre-OSS services, except as specifically provided otherwise in this Agreement.

7. ACCESS TO AND USE OF CENTURYTEL OSS FACILITIES

7.1 CenturyTel OSS Facilities may be accessed and used by Charter only for Charter's access to and use of CenturyTel Pre-OSS Services or CenturyTel OSS Services pursuant to and in accordance with this Agreement.

7.2 CenturyTel OSS Facilities may be accessed and used by Charter only to provide Telecommunications Services to Charter End User Customers in the State.

7.3 Charter shall restrict access to and use of CenturyTel OSS Facilities to Charter. Charter shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except Charter's employees, agents, and contractors, in accordance with Section 7.7 below), to access or use CenturyTel OSS Facilities.

7.4 Charter shall not (a) alter, modify or damage the CenturyTel OSS Facilities (including, but not limited to, CenturyTel software); (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyTel OSS Facilities; (c) use CenturyTel OSS Facilities in any manner contrary to applicable agreements with third-party vendors and/or third-party Intellectual Property rights; (d) allow any use of or access to CenturyTel OSS Facilities by any unauthorized person; or (e) obtain access through CenturyTel OSS Facilities to CenturyTel databases, facilities, equipment, software, or systems, which are not authorized for Charter's use under this Section 7.0.

7.5 Charter shall comply with all practices and procedures established by CenturyTel for access to and use of CenturyTel OSS Facilities (including, but not limited to, CenturyTel practices and procedures with regard to security and use of access and user identification codes).

7.6 All practices and procedures for access to and use of CenturyTel OSS Facilities, and all access and user identification codes for CenturyTel OSS Facilities: (a) shall remain the property of CenturyTel; (b) shall be used by Charter only in connection with Charter's use of CenturyTel OSS Facilities permitted by this Section 7.0; (c) shall be treated by Charter as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement; and, (d) shall be destroyed or returned by Charter to CenturyTel upon the earlier of a request by CenturyTel or the expiration or termination of the Agreement.

7.7 Charter's employees, agents and contractors may access and use CenturyTel OSS Facilities only to the extent necessary for Charter's access to and use of the CenturyTel OSS Facilities permitted by this Agreement. Any access to or use of CenturyTel OSS Facilities by Charter's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. Charter shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Facilities.

7.8 CenturyTel will provide Charter with access to the CenturyTel Pre-OSS Services and CenturyTel OSS Facilities during the same hours of operation that apply to CenturyTel's own retail operations during which its employees have access to similar functions for its provision of retail services ("Retail Operations Hours"). CenturyTel shall provide support during Retail Operations Hours sufficient to provide Charter with service at the same level provided to CenturyTel's own retail operations.

8. CENTURYTEL OSS INFORMATION

8.1 Subject to the provisions of this Agreement and Applicable Law, Charter shall have a limited, revocable, non-transferable, non-exclusive right to use CenturyTel OSS Information during the term of this Agreement, for Charter's internal use for the provision of Telecommunications Services to Charter End User Customers in the State.

8.2 All CenturyTel OSS Information shall at all times remain the property of CenturyTel. Except as expressly stated in this Article, Charter shall acquire no rights in or to any CenturyTel OSS Information. CenturyTel reserves all rights not expressly granted herein.

8.2.1 Charter shall treat CenturyTel OSS Information as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement.

8.2.2 Charter shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except Charter's employees, agents or contractors, in accordance with Section 8.2.3 below), to access, use or disclose CenturyTel OSS Information, except as provided in Section 8.2.3 below.

8.2.3 Charter's employees, agents and contractors may access, use and disclose CenturyTel OSS Information only to the extent necessary for Charter's access to, and use and disclosure of, CenturyTel OSS Information permitted by this Article. Any access to, or use or disclosure of, CenturyTel OSS Information by Charter's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Sections 8.2.1 and 8.2.2 above. Charter shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Information.

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

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

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

8.3.1 CenturyTel may, upon Charter's consent, which consent shall not be unreasonably withheld, audit Charter to ascertain whether Charter is complying with the requirements of Applicable Law and this Agreement with regard to Charter's access to, and use and disclosure of, CenturyTel OSS Information.

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

8.3.3 Information obtained by CenturyTel pursuant to this Section 8.0 shall be treated by CenturyTel as Confidential Information of Charter pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyTel may, upon Charter's consent, which consent shall not be unreasonably withheld, use and disclose information obtained by CenturyTel pursuant to this

Article to enforce CenturyTel's rights under the Agreement or Applicable Law.

8.4 Customer Proprietary Network Information (CPNI).

8.4.1 Charter will not access CenturyTel's pre-order functions to view CPNI of another carrier's customer unless Charter has obtained an authorization for release of CPNI from the customer. Consistent with Section 29 of Article III, Charter will not be required to provide CenturyTel with individual written Letter(s) of Authorization prior to accessing CPNI information but will be required to provide and operate under a Blanket Letter of Authorization that includes appropriate certifications and restrictions as to the ability to access and use CPNI consistent with applicable law.

8.4.2 Charter must maintain records of individual End User Customers' authorizations for change in local Telephone Exchange Service and/or release of CPNI, which adhere to all requirements of State and federal law.

8.4.3 Charter is solely responsible for determining whether proper authorization has been obtained. To the extent required by Article III, Section 30, Charter shall indemnify, defend, and hold CenturyTel and other applicable indemnified persons harmless from any Claim arising out of or relating to Charter's failure to obtain proper CPNI consent from a customer.

8.4.4 [Intentionally left blank]

8.5 Date Validation Files.

8.5.1 Upon request, CenturyTel will provide Charter with any of the following Data Validation Files via, at CenturyTel's option, CD-ROM, downloadable, email, or other electronic format:

8.5.1.1 SAG (Street Address Guide)

8.5.1.2 Feature/Service Availability by Switch

8.5.1.3 Directory Names

8.5.1.4 Class of Service Codes

8.5.1.5 Community Names

8.5.1.6 Yellow Page Headings

8.5.1.7 PIC/LPIC (InterLATA/IntraLATA)

8.5.2 Charter may obtain a Data Validation File not more than once per quarter.

8.6 Subject to Article III, Section 27, CenturyTel will provide Charter with online access to documentation and user manuals that set forth the methods and procedures Charter must use in order to utilize the CenturyTel Pre-OSS Services or CenturyTel OSS Facilities, including the existing CenturyTel Pre-OSS Systems, and all enhancements, improvements and changes implemented by

CenturyTel. Charter agrees that all documentation and manuals shall be used only for internal use, for the purpose of training employees to utilize the capabilities of CenturyTel Pre-OSS Services of CenturyTel OSS Facilities in accordance with this Article and shall be deemed "Confidential Information" and subject to the terms, conditions and limitations set forth in Article III of this Agreement.

9. CHARTER USAGE INFORMATION

9.1 Charter Usage Information will be available to Charter through the following:

9.1.1 Daily Usage File through FTP or Connect:Direct.

9.1.2 Charter Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.

9.2 Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyTel.

9.3 Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Charter Usage Information will be provided to Charter shall be determined by CenturyTel.

10. CHARTER BILLING INFORMATION

10.1 Charter Billing Information will be available to Charter through the following means:

10.1.1 Monthly Web GUI Online through MyAccount;

10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP; or

10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.

10.2 To the extent that Charter Billing Information is not available by one of the means set forth in Section 10.1, CenturyTel may provide it in paper or other format.

11. LIABILITIES AND REMEDIES

11.1 If Charter or an employee, agent or contractor of Charter at any time breaches a provision of Sections 7.0 or 8.0 above and such breach continues after notice thereof from CenturyTel, then, except as otherwise required by Applicable Law, CenturyTel shall have the right, upon notice to Charter, to suspend or terminate the right to use CenturyTel OSS Information granted by Section 8.1 above and/or the provision of CenturyTel OSS Services, in whole or in part.

11.2 Charter agrees that CenturyTel would be irreparably injured by a breach of this Article by Charter or the employees, agents or contractors of Charter, and that CenturyTel shall be entitled to seek equitable relief, including injunctive relief

and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 11.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

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

12. RELATION TO APPLICABLE LAW

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

13. COOPERATION

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

13.1 Charter shall provide Capacity Planning and Forecasts in accordance with Article III, Section 11.0.

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

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

14. CENTURYTEL ACCESS TO INFORMATION RELATED TO CHARTER CUSTOMERS

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

14.2 Upon request by CenturyTel, Charter shall negotiate in good faith and enter into a contract with CenturyTel, pursuant to which CenturyTel may obtain access to Charter's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information

contained in such systems, to permit CenturyTel to obtain information related to Charter End User Customers (as authorized by the applicable Charter customer), to permit End User Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

15. CENTURYTEL PRE-OSS SERVICES

15.1 Subject to the requirements of Applicable Law, the CenturyTel Pre-OSS Services that will be offered by CenturyTel shall be as determined by CenturyTel, and CenturyTel shall have the right to change CenturyTel Pre-OSS Services, from time-to-time, without the consent of Charter.

15.1.1 Charter shall use the CenturyTel Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders. If the Web GUI is not functioning at the time Charter desires to place a request for a CSR or an LSR, Charter may submit its request or order by means of electronic mail or facsimile.

15.1.2 Charter shall place Access Service Requests ("ASRs") at its option by means of facsimile, email, or other electronic means CenturyTel may provide such as its web-based ASR ordering system.

15.1.3 Charter shall use a CenturyTel-provided 1-800 number for all trouble ticket and maintenance issues.

15.2 [Intentionally left blank]

15.3 Any obligation imposed on Charter hereunder with respect to CenturyTel OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyTel Pre-OSS Services.

15.4 Charter acknowledges that the CenturyTel OSS Information is subject to change from time to time.

16. CANCELLATIONS

CenturyTel may cancel orders for service that have had no activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision.)

ARTICLE XI: PRICING

I. INTERCONNECTION PRICING

A. Reciprocal Compensation

Local Traffic excluding Local Traffic that is also Information Access / ISP-Bound Traffic (If invoked pursuant to Article V, Section 4.4.2)	TBD
Local Traffic that is also Information Access / ISP-Bound Traffic (pursuant to Article V, Section 4.2.3)	Bill and Keep

B. Transiting Charge:

TRANSITING CHARGE	$0.005[2]

C. Entrance Facilities / Leased Facility Interconnection	Cost Based Rates - TBD

D. Initial Factors:

Initial Originated Local Traffic Factor	50%

E. Stranded Interconnection plant/facility per Article III, Section 11.6: "TBD."

II. [INTENTIONALLY LEFT BLANK]

III. [INTENTIONALLY LEFT BLANK]

IV. [INTENTIONALLY LEFT BLANK]

V. DIRECTORY SERVICES RATES AND CHARGES

Preliminary Pages	No Charge

[2] Pursuant to the Commission's Order in Case No. 5-MA-148, CenturyTel shall have the right to seek modification of this transit rate either by amending the Agreement through the Section 251/252 negotiation process set forth in the Act, or by filing a complaint with the Commission to establish a just and reasonable rate for transit service; provided that CenturyTel requests such negotiations or files such complaint within one (1) year of the Commission's approval of this Agreement and provides Charter and the Commission at least thirty (30) days' advance notice of its intention to seek to establish a different transit service rate.

Directory Listings	
Primary Listings as Specified in Article XII:	No Charge
Tariff Items requested by Charter (*e.g.*, additional listings, foreign listings, enhanced listings)	pursuant to CenturyTel Local Exchange Tariff
Order Fulfillment	No Charge
White Pages Galleys/Page Proofs/Corrections to Listings	Cost determined by Publisher upon request by Charter
Copies of Directories to Local End Users	No Charge

VI. OTHER PRICING

A. Pre-ordering

CLEC Account Establishment	$255.45 [3]
Customer Record Search Per Account	$ 8.61

B. [Intentionally left blank]

C. Custom Handling

Service Order Expedite	$ 12.59
Coordinated Conversion	$ 17.76
Hot Coordinated Conversion (1st Hour)	$ 42.84
Hot Coordinated Conversion (per add'l ¼ Hour)	$ 10.71

D. Additional Services

Network Interface Devices (stand alone)

	MRC
Basic NID	$1.30
Complex (12 x) NID	$1.40

NRC

[3] Applies only to new CLECs when implementing initial account.

Initial Service Order (ISO)	$33.38
Outside Facility Connection	$43.69

LNP Query Service Charge	Rates set forth in Telephone Utilities Exchange Carrier Association Tariff F.C.C. No. 2 Interstate Access Tariff

Category 11 Mechanized Record Charge $ .05 per message

Time and Material and Maintenance Service Charges

Basic Time – per half hour	$30.93
Overtime and Premium Time – per half hour	$41.77
Materials	TBD

Application of Other Pricing

Pre-ordering:

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

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

Ordering:

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

"Service Order Expedite" applies if Charter requests service prior to the standard due date intervals. Additional time and material charges may also apply if expedite is accepted.

"Coordinated Conversion" applies if Charter requests notification and coordination of service cut-over prior to the service becoming effective, pursuant to Section 1 of Article IX.

"Hot Coordinated Conversion (1st Hour)" applies if Charter requests real-time coordination of a service cut-over that takes one hour or less, pursuant to Section 1 of Article IX.

"Hot Coordinated Conversion (per add'l ¼ Hour)" applies, in addition to the Hot Coordinated Conversion (1st Hour), for every 15-minute segment

of real-time coordination of a service cut-over that takes more than one hour, pursuant to Section 1 of Article IX.

Network Interface Devices (These NRCs are in lieu of any Pre-ordering or Ordering and Provisioning NRCs):

"Initial Service Order" (ISO) applies to every Local Service Request (LSR) for NIDs.

"Outside Facility Connection" applies in addition to the ISO charge when incremental fieldwork is required, and where Charter specifically requests that CenturyTel perform such incremental fieldwork.

ARTICLE XII: DIRECTORY SERVICES

1. SCOPE

This Article sets forth the terms pursuant to which CenturyTel agrees to provide to Charter basic services associated with the Directories such as publication of listings and distribution. CenturyTel does not own a directory publishing affiliate. The terms of this Article are reflective of the terms provided to CenturyTel by its contracted external directory publishing source. The terms and conditions of this Article shall be applicable to all Directories published during the Term of the Agreement.

2. DIRECTORY SERVICES PROVIDED

2.1 The following terms set forth the services provided by CenturyTel to Charter with respect to the printing and distribution of CenturyTel Directories. This Section also sets forth the obligations of the Parties with respect to directory listings, including the obligations of Charter, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth herein.

2.1.1 Notice of Charter Service In New Exchange Areas. Charter shall notify CenturyTel ten (10) days prior to the start of commencing service in any new CenturyTel local exchange area in which Charter is not offering service as of the Effective Date of this Agreement, and in which CenturyTel provides and distributes Directories. Notification shall be sent to:

CenturyTel
Directory Services
100 CenturyTel Drive
Monroe, LA 71203
(318-388-9000)

2.1.2 Primary Listings. Charter shall transmit to CenturyTel, or such third party publisher as CenturyTel may designate from time to time ("Publisher"), all Primary Listing Information (as hereinafter defined) relating to its End User Customers who desire published listings within a CenturyTel Directory. For purposes of this Article, "Primary Listing Information" or "Primary Listing" shall consist of the End User Customer's name, address, telephone number, desired yellow pages classified heading for a business customer (if any), and all other information reasonably requested by CenturyTel. At no charge to Charter or Charter's End User Customer, each Charter End User Customer shall be provided a White Pages Primary Listing and, if a business customer, a standard Primary Listing in the classified section of the classified Directory. Such business classified

listings shall be located under the appropriate heading in CenturyTel's applicable classified Directories, and such headings and Directories are to be determined at CenturyTel's discretion. Under no circumstances shall Charter provide End User Customer data as a part of Primary Listing Information for those End User Customers who do not desire published listings.

2.1.2.1 Charter's Annual Submission of Directory Listings. Charter shall use the one-time, annual load process for the submission of Primary Listing Information. Accordingly, the Parties agree that Primary Listing Information shall be supplied without charge by Charter in consideration of the mutually provided services described in this Article. There will be no charge to Charter for the submission of such Primary Listing Information, or the inclusion of Charter End User Customer's Primary Listing Information in the CenturyTel Directory. Notwithstanding the foregoing, to the extent Charter desires Galleys Proofs or Page Proofs, such proofs may be subject to additional charges as determined by the Publisher. Such information shall be transmitted in a format and within the time frames as reasonably directed by CenturyTel and in accordance with CenturyTel's established standards and guidelines as may be communicated to Charter from time to time, and may be used by CenturyTel in providing Directories in any format and for related purposes. Since Directory Service Requests ("DSRs") will not be submitted during the annual load process, CenturyTel will not bill, and Charter will not pay, any service order charges associated with the submission of DSRs.

2.1.2.2 Non-Primary or Additional Listings. Where a Charter retail End User Customer requires enhanced, foreign or other listings in addition to the Primary Listings to appear in the CenturyTel Directories, CenturyTel will provide such listings pursuant to CenturyTel's tariffed rates and terms found in CenturyTel of Midwest-Wisconsin General Exchange Tariff on file with the Public Service Commission of Wisconsin.

2.1.2.3 Charter must submit all listing information intended for publication by the applicable Directory close date. CenturyTel shall provide Charter with publication schedules, including Directory close dates for the Directories associated with the areas where Charter is providing local service, as well as a list of Directories for which Directory close dates have changed since the last publication schedule was provided. CenturyTel, or its Publisher, shall also provide Charter with a list of exchanges for each Directory to enable Charter to submit the appropriate listing information for each Directory. All information provided under this provision will

be posted on the CenturyTel.com web site, and notification will be provided to Charter via CenturyTel's email notification process when the data is updated.

2.1.2.4 Interfiled Directory Listings. Charter's Primary Listings shall be interfiled with listings of other local exchange telephone company End User Customers and treated in the same manner as other listings, according to CenturyTel's regular procedures.

2.1.3 Directory Delivery. Charter shall separately provide CenturyTel or Publisher with Directory delivery address data for End User Customers, if different from the Primary Listing Information, and for those End User Customers who do not desire published listings.

2.1.3.1 Each Charter residential End User Customer will receive one copy per End User Primary Listing of CenturyTel's White Pages Directory. Each Charter business End User Customer will receive two (2) copies per Primary Listing in CenturyTel's classified Directory. All such Directories shall be delivered in the same manner and at the same time that they are delivered to CenturyTel End User Customers during the annual delivery of newly published Directories. CenturyTel will deliver such Directories at no charge.

2.1.3.2 CenturyTel has no obligation to warehouse Directories for Charter. However, after the annual delivery of Directories referred to in Section 2.1.3.1 above, and for the life of such Directories, CenturyTel shall undertake distribution of Directories to all new local Charter End User Customers and those existing local End User Customers that need replacement or additional copies ("Secondary Distribution"). Secondary Distribution will be in accordance with CenturyTel's standard procedures, which will be provided to Charter upon request. Upon Charter, or Charter End User Customer's request, a Directory will be mailed directly to the End User Customer at no charge to such End User Customer or to Charter.

2.1.4 End User Customer Complaints. Charter shall promptly, but in any event within thirty (30) days, notify CenturyTel or Publisher of any Directory related inquiries, requests, or complaints that Charter receives from End User Customers, and shall reasonably cooperate with CenturyTel and/or Publisher to resolve such matters in a timely and expeditious manner.

2.1.5 Directory Listing Change Requests. Charter acknowledges and agrees that, consistent with the one-time, annual load process referenced in Section 2.1.2.1 above, Charter will not be able to submit change requests or updates pertaining to its End User Customers' Primary Listings, or

establish any stand-alone Primary Listings for any End User Customer(s) in the time periods in between its one-time, annual loads.

2.1.6 [Intentionally left blank]

2.1.7 Applicable Charges. Charter will pay the rates and/or charges set forth in Article XI (Pricing) pertaining to Directory Services.

2.1.8 Galley Proofs. To the extent Charter desires Galleys Proofs or Page Proofs, the availability and costs of such proofs, if any, to Charter shall be determined by Publisher. Charter may inquire of Publisher about such proofs through CenturyTel.

2.1.9 [Intentionally left blank]

2.1.10 Preliminary Pages. CenturyTel will include, at no charge, Charter's critical contact information alphabetically (by local exchange carrier on a page entitled "Other Telephone Service Providers") in the information pages of its White Pages Directory (if information pages are available in a given directory) for communities where Charter furnishes local service, in accordance with relevant standards for inclusion in a given Directory. For this purpose, Charter must (1) supply, prior to the directory close date, critical contact information needed by CenturyTel to produce information pages, and (2) ensure that critical contact information telephone numbers are working numbers. Critical contact information includes Charter's name and logo, telephone numbers for telephone services, billing, and repair services.

2.1.11 CenturyTel may supply to third parties any information obtained from Charter regarding its End User Customers consistent with Applicable Law, including but not limited to 47 U.S.C. § 222(e).

3. [INTENTIONALLY LEFT BLANK]

4. DIRECTORY ADVERTISING

This Article does not cover the provision of Directory advertising. Any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyTel's standard Contract for Directory Advertising Services, and at the prices which CenturyTel may have in effect from time to time.

5. COOPERATION

CenturyTel and Charter agree that cooperation between them will be required to serve the needs of each Party's End User Customers most effectively, and agree to exercise

commercially reasonable efforts to achieve the highest quality of service for such End User Customers.

6. SALES AND PUBLISHING PROCEDURES

CenturyTel shall maintain full authority over its Directory publishing schedules, procedures, standards and practices, and over the scope and schedules of its Directories. All Charter listings shall be subject to such publishing schedules, procedures, standards and practices, and scope and schedules of CenturyTel's Directories. CenturyTel shall periodically supply Charter with updates concerning publishing schedules and related matters. Nothing in this Article shall be construed as limiting CenturyTel from entering into an agreement with a third party, in its sole discretion, to act as Publisher.

7. LIMITATION OF LIABILITY; INDEMNITY

The following provisions shall apply to Directory services, in addition to the Liability and Indemnity provisions set forth in Article III, Section 30.

7.1 CenturyTel shall not be liable for damages arising from errors in or omissions of Directory listings, or listings obtained from the Directory Assistance operator. In the case of listings for which a charge is made, CenturyTel's liability to Charter or any Charter End User Customer for any errors or omissions in Directories published by CenturyTel and/or Publisher (including, but not limited to, any error in any End User Customer or Charter listing), or for any default or breach of this Article, or for any other claim otherwise arising under this Article, shall be limited to the monthly amounts paid by Charter to CenturyTel under this Article for each such listing for the period during which the error or omission continues. Charter shall indemnify CenturyTel in accordance with the provisions of Section 7.2 below as to any errors or omissions in a Charter End User Customer listing.

7.2 Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its directors, officers, employees, agents and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys' fees, made or asserted by any third party (including but not limited to End User Customers) against the Indemnified Parties arising out of the errors or omissions in Directories caused by the Indemnifying Party's provision to the Directory publisher of incomplete, inaccurate or unauthorized customer listings.

7.3 To the maximum extent permitted by the applicable law, in no event shall CenturyTel or Charter be liable for any special, incidental, indirect, or consequential damages whatsoever including, without limitation, damages for loss of profits or any other pecuniary loss arising out of or in connection with this Article, even if such Party has been advised of the possibility of such damages,

except where such damages occur as the result of a breach of confidentiality, or relate to an indemnity claim covered by Section 7.2 above.

8. DIRECTORY ASSISTANCE OBLIGATIONS

To ensure that each Party's subscribers have non-discriminatory access to directory assistance listings of the other Party's subscribers, the Parties' agree to provide each other all necessary End User subscriber listing information for inclusion in each Party's relevant directory assistance listing databases, as required by Section 251(b)(3) of the Act.

CenturyTel Obligations.
CenturyTel will accept, include, and maintain, in the same manner that CenturyTel treats listings of its own End Users, Charter subscriber listings in the directory assistance databases maintained by CenturyTel or its third-party vendors. To the extent that CenturyTel's directory assistance listings are maintained in a database administered by a third party vendor, Charter shall cooperate with CenturyTel as needed to ensure that Charter listings are promptly loaded into such database and accessible to CenturyTel's End Users, upon request. CenturyTel will not charge Charter for including and maintaining Charter subscriber listings in the directory assistance databases maintained by CenturyTel, or its vendors.

Charter Obligations.
Charter authorizes CenturyTel, and its third party vendors, to include and use Charter's directory assistance listing information in accordance with Applicable Law, and shall provide such information to CenturyTel, or its third-party vendors, at no charge. Charter shall provide to CenturyTel the names, addresses and telephone numbers of all End Users who wish to be listed in the directory assistance database but omitted from publication in white pages directories (i.e. non-published listings).

SIGNATURE PAGE

CHARTER FIBERLINK CCO, LLC

Signature: _____
Patricia S. Lewis
VP Service Fulfillment
Charter Communications, Inc.
(signing for and on behalf of
Charter Fiberlink CCO, LLC
as its authorized Manager)

Date: AUG 31 2010

CenturyTel of Midwest-Wisconsin, LLC
d/b/a CenturyLink

Signature: _____
Michael Hunsucker
Director CLEC Management
& Service

Date: 9-2-10

Attachment 1

Bill Dispute Procedures[4]

1. The dispute must be *in writing* on a *Billing Dispute Form*.

    a. Disputes regarding Ensemble Billing will be submitted to CenturyTel via the Website, ***https://centurytelorderprocessing.centurytel.net/index.cfm***
    b. Disputes regarding CABs billing will be submitted to CenturyTel via email using a billing dispute form in the form of that attached as "Exhibit A," or such other form as mutually agreed upon by the Parties.
    c. The dispute must list a specific dollar amount(s) and must list specific reasons for the dispute(s). Such disputes must be in sufficient detail for CenturyTel to identify the charge being disputed and the basis for the dispute.

2. **Disputes on Feature Errors**

    CenturyTel will need to review each order to confirm what was ordered. Charter must provide a copy of the ordering LSR proving that the features were not requested. Failure to provide copies of LSRs to support Charter's claim will invalidate Charter's dispute and require payment of amounts immediately.

3. **Validity of Dispute**

    Disputing an entire bill is not considered by CenturyTel to be a valid dispute. A dispute of "NOT MY CUSTOMER" is also not a valid dispute. Provide additional information such as whether or not the customer was ever a customer of Charter or the dates in which the customer was Charter's customer (i.e., between the dates of mm\dd\yy and mm\dd\yy). Provide the install date and disconnect date as well as the PON# for the disconnect.

4. **Timely Submission of Claims**

    Dispute claims must be filed timely for consideration. CenturyTel will only address dispute claims that are filed within 90 calendar days of the date of the Charter bill unless otherwise provided for in this Agreement.

4a Charter is required to make timely payment of undisputed billed amounts. Thus, if Charter identifies a billing dispute and plans to withhold payment of the disputed amount, the dispute must be filed either before payment is rendered or at

[4] All references are to those web addresses as comprised as of the Effective Date of this Agreement.

the same time payment is submitted. Otherwise, CenturyTel will consider any unpaid charges a default of payment.

4b If Charter identifies a possible billing error after submitting payment of a bill, Charter should file a dispute claim with CenturyTel within the time allowance for filing dispute claims. Dispute claims that are subsequently deemed valid will be credited back to Charter's account once the review of the claim has been finalized.

4c Billing dispute claims not filed within the time allowance described in this Section will be rejected.

4 Charter's dispute claims must be filed in accordance with these procedures to be considered. Claims not filed in accordance with these procedures will be rejected without consideration.

5 The Carrier Relations (CR) Collections department will notify the call center when future Charter orders should be refused due to account not paid or deposit not paid. The CR Collections department will also notify the call center when Charter has restored their payment history and new orders can again be accepted.

6 Dispute claims for Ensemble billing are submitted via the Website, ***https://centurytelorderprocessing.centurytel.net/index.cfm***

Dispute claims for CABs billing are submitted via email to the following address ***disputessbs@centurlink.com***

7 Process for filing dispute claims:

http://business.centurytel.com/business/Wholesale/Files/QuickLinks/FilingDisputeClaims/Billing_Disputes_Process.pdf

8 CenturyTel will provide Charter with responses to each dispute claim as follows:

- Disputes for Ensemble billing via the Website, will be responded to via the Website. CenturyTel will provide e-mail notification to Charter that a response has been posted to the Website.

  https://centurytelorderprocessing.centurytel.net/index.cfm

- Disputes for CABs billing submitted via email, will be responded to via email to the person submitting the dispute.

- Any initially invalid dispute amounts not paid within 10 business days may be considered past due and eligible for the application of late payment charges or other applicable treatment remedies.

- Charter will have 10 business days from the receipt of CenturyTel's dispute response letter to submit a Billing Re-Dispute Form for any item that Charter would like to appeal.

EXHIBIT A to Attachment 1 – Billing Dispute Form

Instructions: Please complete all requested information as completely as possible. As you tab to each field, additional information about each field is provided in the status bar. Bold fields are mandatory. Please email the completed form and any applicable attachments to disputessbs@CenturyLink.com or fax to (352) 326-1573. If you would like to contact the dispute center, please call (877) 617-2827.

Please complete for all disputes.

Disputing Company Contact Information Section:	
Today's Date:	**Claim #:**
Contact Name:	**Company Name:**
Contact Phone #: ( ) -	**Company Address:**
Contact Fax #: ( ) -	
Contact Email:	

Please complete for all disputes.

Dispute Section			
Date of Claim:		Status:	Claim/Audit Number:
Service Type:		If other, please specify:	
ACNA:	**OCN:**	State:	**Dispute Reason:**
BAN: *	**Bill Date:**	**Invoice Number(s):**	**Disputed Amount:** $ **Disputed Amount Withheld:** $ **Disputed Amount Paid:** $
BAN:	Bill Date:	Invoice Number(s):	Disputed Amount: $ Disputed Amount Withheld: $ Disputed Amount Paid: $
BAN:	Bill Date:	Invoice Number(s):	Disputed Amount: $ Disputed Amount Withheld: $ Disputed Amount Paid: $
BAN:	Bill Date:	Invoice Number(s):	Disputed Amount: $ Disputed Amount Withheld: $ Disputed Amount Paid: $
BAN:	Bill Date:	Invoice Number(s):	Disputed Amount: $ Disputed Amount Withheld: $ Disputed Amount Paid: $
Dispute Description:			

*As many as five BANs can be listed on this dispute form provided that the dispute reason is the same. Any BANs in excess of five should be provided on an additional attachment.

Please complete for all flat-rated charge disputes.

Flat-Rated Charges Dispute Information Section:		
EC Circuit ID/TN/All:	USOC/Billing Code:	
PON:	Billing Quantity:	
SON:	Jurisdiction:	BIP:
Circuit Location:	PIU:	PLU:
IC Circuit ID:	Business/Residence Indicator:	
CFA :	From Date: Thru Date:	

Please complete for usage disputes.

Usage Dispute Information Section:		
End Office CLLI/TN/All:	**Service Type:**	
Usage Billed Units/Quantity Disputed:	**Rate Category:**	
Directionality:	CIC:	Jurisdiction:
Routing:	BIP:	
Usage From Date: Thru Date:	PIU:	PLU:

Please complete for tax and late payment disputes.

Information Section:	
Tax Dispute Amount: $	Tax exemption form attached : ☐
LPC Dispute Amount: $	Surcharge Dispute Amount: $
Invoice(s) LPC/Surcharge billed:	Date of payment:

Other Remarks

CenturyLink™ Internal Office Use Only

Resolution Information Section:		
Date dispute received:	Date dispute entered:	
Acknowledgement Letter Date:	Resolution Date:	
Amount Credited to Customer: $	Amount Denied:	
Adjustment Bill Date:	Adjustment Invoice Number:	
Adjustment Code(s):	Adjustment BAN:	Adjustment SON:
Bill Section Adjustment will appear on: ☐ OC&C ☐ Adjustment		
If applicable, date of $10K Notification:		
Resolution remarks:		