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November 6, 2008

VIA ELECTRONIC MAIL AND FEDERAL EXPRESS

Filing Center
Oregon Public Utility Commission
550 Capitol Street NE Ste 215
Salem, OR 97301-2551

Re: ARB 830 – Conforming Interconnection Agreement – Request for
Direction to Sprint to Sign

Dear Sir/Madam:

On behalf of CenturyTel of Oregon, Inc. (“CenturyTel”), enclosed is an interconnection agreement (“ICA”) that conforms to the terms of the Arbitrator’s Decision in ARB 830 as clarified by the Commission’s Order No. 08-486 entered September 30, 2008.

Unfortunately, CenturyTel and Sprint Communications Company L.P. (“Sprint”) have not been able to fully agree on the language to be incorporated into the ICA. There is one remaining difference between the parties.

The difference arises in how to incorporate language to reflect the Commission’s clarification of the Arbitrator’s Decision on Issue 7. On Issue 7, the Arbitrator determined that CenturyTel’s proposed threshold or trigger for changing from indirect interconnection to direct interconnection of a DS1 level of traffic would not be included in the ICA. In addressing the Arbitrator’s Decision, CenturyTel stated that it could accept the Arbitrator’s Decision on Issue 7 **IF** the outcome of the Arbitrator’s findings on Issues 4 and 5 remained unchanged as applicable to indirect as well as direct interconnection. The Commission agreed with CenturyTel and stated at Page 7 of Order No. 08-486:

The same factors apply in the case of an ILEC's financial responsibility where the ILEC and CLEC are indirectly connected as in the case of direct connection. When Sprint chooses to put a POP outside of CenturyTel's service area but within the service area of another ILEC in the same LATA, it is not reasonable for Sprint to be able to dictate the obligation of CenturyTel to pay for transport outside of its service area. The Arbitrator's Decision is affirmed and clarified herein to the extent necessary.

To reflect this clarification, CenturyTel proposed language to Article IV, Section 3.3.1.2 and the addition of Article IV, Section 3.3.1.5. Sprint did not agree with this language.

The language proposed by CenturyTel and included in the filed ICA is set forth below:

3.3.1.2 Indirect Network Connection shall be accomplished by delivery and switching of originated local traffic at the Tandem Switch serving the terminating party's switch. CenturyTel is responsible for the facilities for its originating traffic to its service area boundary related to the serving area exchange for its originating traffic and Sprint is responsible for all other transport obligations to and from the Tandem Switch. Each Party is responsible for the appropriate sizing, operation, and maintenance of its portion of the transport facilities described in this Section 3.3.1.2. The Parties agree to enter into their own agreement with third party tandem providers, to the extent applicable.

3.3.1.5 Nothing in this Agreement shall be construed to require CenturyTel to pay or share in the costs of transport outside of its service area.

Sprint's proposed language to resolve Issue 7 would omit 3.3.1.5 and have 3.3.1.2 read as follows:

3.3.1.2 Indirect Network Connection shall be accomplished by CenturyTel and Sprint each being responsible for the delivery and switching of its originated local traffic at the

Tandem Switch serving the terminating parties switch. Each Party is responsible for the facilities to its side of the tandem. Each Party is responsible for the appropriate sizing, operation, and maintenance of the transport facility to the tandem. The Parties agree to enter into their own agreement with third party tandem providers.

CenturyTel respectfully submits that the language it proposes is a direct reflection of the Commission's resolution of Issue 7 within Order No. 08-486. On the other hand, Sprint's proposed language is directly contrary to the Commission decision on Issue 7 that "When Sprint chooses to put a POP outside of CenturyTel's service area but within the service area of another ILEC in the same LATA, it is not reasonable for Sprint to be able to dictate the obligation of CenturyTel to pay for transport outside of its service area." Order No. 08-486 at 7.

At the same time, CenturyTel's language is also consistent with the Commission's resolution of Issues 4 and 5 which specifically precluded any ability of Sprint to argue for language that could be construed as imposing upon CenturyTel any form of "superior interconnection." Order No. 08-486 at 4 ("... CenturyTel is not required to provide a superior form of interconnection merely because, disregarding the cost, it is technically possible to do so.") and 5 ("Where Sprint chooses to put a POP outside of CenturyTel's service area but within the service area of another ILEC in the same LATA, it is not reasonable for Sprint to be able to dictate the obligation of CenturyTel to pay for transport outside of its service area where those parties are directly connected.").

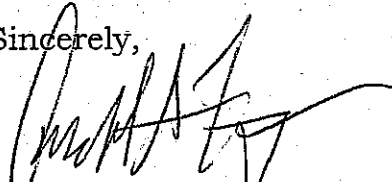
The Commission's decision in Order No. 08-486 is clear that CenturyTel does not have the responsibility to transport its local traffic outside of its incumbent network today because the imposition of such a requirement through Sprint's proposed language to address Issue 7 would run afoul of the **NO** superior form of interconnection directive from the Commission. As a result, CenturyTel's language ensures consistency within the Commission's discussion of Issues 4, 5 and 7, a result specifically avoided by Sprint's language

Accordingly, CenturyTel respectfully requests that the Commission direct Sprint to sign the ICA submitted with this letter. CenturyTel also reserves its right to respond to Sprint's filing should such response be necessary.

Filing Center
November 6, 2008
Page 4 of 4

Thank you for your consideration of this filing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard A. Finnigan', written over a horizontal line.

RICHARD A. FINNIGAN

RAF/km
Enclosure

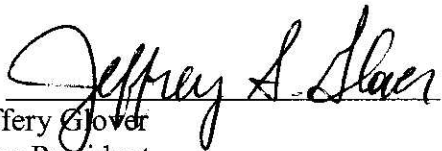
cc: Service List (via e-mail or e-mail and U.S. mail)
ALJ Wallace (via e-mail)
Paul Schudel (via e-mail)
Tom Moorman (via e-mail)
James Overcash (via e-mail)
Clients (via e-mail)

SIGNATURE PAGE

Sprint Communications Company L.P.

CenturyTel of Oregon, Inc.

Signature: _____
Michael W. Logan
Director – Network Access

Signature:  _____
Jeffery Glover
Vice President

Date: _____

Date: 11-4-08 _____

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CERTIFICATE OF SERVICE
ARB 830

I certify that I have this day sent the attached letter and Interconnection Agreement by electronic mail and Federal Express to the following:

FILING CENTER
PUBLIC UTILITY COMMISSION OF OREGON
550 CAPITOL STREET NE SUITE 215
SALEM, OR 97301-2551
puc.filingcenter@state.or.us

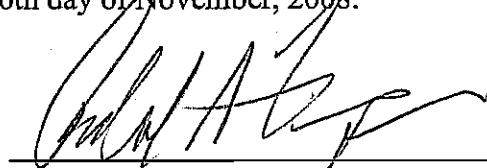
I further certify that I have this day sent the attached letter and Interconnection Agreement by the method specified below and electronic mail pursuant to OAR 860-013-0070, to the following parties or attorneys of parties:

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OVERLAND PARK, KS 66251
janette.w.luehring@sprint.com
VIA E-MAIL ONLY

JUDITH ENDEJAN
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SEATTLE, WA 98121
jendejan@grahamdunn.com
VIA E-MAIL AND U.S. MAIL

KRISTIN L. JACOBSON
201 MISSION ST STE 1400
SAN FRANCISCO, CA 94105
kristin.l.jacobson@sprint.com
VIA E-MAIL ONLY

Dated at Olympia, Washington, this 6th day of November, 2008.



Richard A. Finnigan, OSB #965357
Attorney for CenturyTel of Oregon, Inc.

INTERCONNECTION AGREEMENT

By and Between

CENTURYTEL OF OREGON, INC.

AND

SPRINT COMMUNICATIONS COMPANY L.P.

**FOR THE STATE OF
OREGON**

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AGREEMENT

PREFACE & RECITALS

This Interconnection Agreement (the “Agreement”), is by and between CenturyTel of Oregon, Inc., with its address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 (“CenturyTel”), and Sprint Communications Company L.P., in its capacity as a wholesale provider of local telephone exchange service and in its capacity as a CLEC, (“Sprint”), with its address for this Agreement at 6330 Sprint Parkway, Overland Park, KS 66251-6102, (CenturyTel and Sprint being referred to collectively as the “Parties” and each individually as a “Party”). This Agreement covers services in the State of Oregon only (the “State”).

WHEREAS, interconnection between CenturyTel, as a local exchange carrier, and Sprint as a wholesale provider of Local telephone exchange service and as a CLEC, 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; 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 Sprint hereby covenant and agree as follows:

ARTICLE I: PURPOSE, INTENT AND SCOPE OF AGREEMENT

1.0 PURPOSE OF THE AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of Local Traffic between End User Customers; as such term is defined in section 2.41 of Article II 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.

In addition, each of CenturyTel and Sprint acknowledge and agree that this Agreement shall apply only to and for the specific purposes described in the immediately preceding paragraph. In no event shall any provision of this Agreement be applied to, or be interpreted as applying to, any context, arrangement or transaction other than the specific agreement described herein between CenturyTel and Sprint for the exchange of Local Traffic between End User Customers. Each of CenturyTel and Sprint further acknowledge and agree that neither this Agreement in its entirety, nor any one or more provisions of this Agreement, shall apply to any unbundled network element, operations support system or any other service, facility or benefit not expressly required by this Agreement to be provided by CenturyTel.

2.0 INTENT OF THE AGREEMENT

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

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 and interconnection as provided herein. The Parties' execution of the Agreement does not in any way constitute a waiver or limitation of their respective rights under the Act.

Sprint represents and warrants that it is a wholesale provider of local Telephone Exchange Service in one or more Local Calling Areas.

3.0 SCOPE OF THE AGREEMENT

The following constitute parts of this Agreement:

Agreement:	Preface & Recitals
Article I:	Purpose, Intent and Scope of Agreement
Article II:	Definitions
Article III:	General Terms & Conditions
Article IV:	Interconnection & Transport & Termination of Traffic (Interconnection)
Article V:	Maintenance
Article VI:	Additional Services (NP; Access to Poles, Ducts, Conduit & ROWs; 911/E911; Directory Service & Distribution)
Article VII:	Pricing
Signature Page	

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

Sprint acknowledges and agrees that the scope of this Agreement includes (i) provision of local Telephone Exchange Service to End User Customers jointly by Sprint (as wholesale provider) and a Sprint Third Party Provider, and (ii) the provision of local Telephone Exchange Service to End User Customers by Sprint as a CLEC. Sprint acknowledges and agrees that the scope of this Agreement does not include provision of local Telephone Exchange Service to End User Customers solely by a Sprint Third Party Provider

ARTICLE II: DEFINITIONS

1.0 GENERAL RULES

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

2.0 DEFINITIONS

2.1 Access Service Request (ASR)

The Ordering and Billing Forum document 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 Telecordia 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 Traffic. 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. The Bill Due Date shall be the date thirty (30) days from the Bill Date.

2.15 **Business Day**

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

2.16 **Carrier Identification Code (CIC)**

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

2.17 **Central Office (CO)**

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

2.18 **Central Office Switch**

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

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

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

2.20 **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.

2.21 **Certificate of Operating Authority**

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

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

2.23 **CLLI Codes**

Common Language Location Identifier Codes.

2.24 **Commission**

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

2.25 **Common Channel Signaling (CCS)**

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

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

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

2.27 **Contract Year**

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

2.28 **Conversation Time**

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

2.29 **Currently Available**

Existing as part of CenturyTel's network at the time of a requested order

2.30 **Disconnect Supervision**

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

2.31 **Disputed Amounts**

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

2.32 **DS-1**

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

2.33 Intentionally left blank

2.34 **DS-3**

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

2.35 Intentionally left blank

2.36 **E-911 Service**

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

2.37 **Effective Date**

The date on which the last Party to this Agreement executes the Agreement, unless prior Commission approval is required in order to make the Agreement

effective between the Parties. If Commission approval is required, the Effective Date shall be either the date on which the Commission deems the Agreement approved or, the date on which the Commission deems the Agreement effective, whichever the case may be.

2.38 **Electronic File Transfer (EFT)**

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

2.39 **End Office**

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

2.40 **End Office Switch**

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

2.41 **“End User Customer”**

Any individual, business, association, corporation, government agency or entity other than an Inter-exchange 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 CenturyTel, or Telecommunications Services jointly provided by Sprint (as wholesale provider) and a Sprint Third Party Provider, or Telecommunications Services provided by Sprint as a CLEC, and does not resell such Telecommunications Services to others. As used herein, this term does not include: (i) any of the Parties to this Agreement with respect to any item or service obtained under this Agreement, (ii) any individual, business, association, corporation, government agency or entity that is provided Telecommunications Services by Sprint (as wholesale provider) without use of Telecommunications Services provided by a Sprint Third Party Provider, or (iii) any individual, business, association, corporation, government agency or entity that is provided Telecommunications Services by a Sprint Third Party Provider without use of Telecommunications Services provided by Sprint (as wholesale provider). Any reference herein to “Customer” or “End User Customer” shall have the meaning specified in this subsection for End User Customer, unless the context clearly indicates otherwise

2.42 **Enhanced Service Provider (ESP)**

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

2.43 Intentionally left blank

2.44 **Exchange Access**

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

2.45 **Exchange Message Interface (EMI)**

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

2.46 **Exchange Message Record (EMR)**

See definition of “Exchange Message Interface (EMI)”.

2.47 **Facility**

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

2.48 **FCC**

The Federal Communications Commission.

2.49 Intentionally Left Blank

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

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

2.51 **Indirect Network Connection**

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

2.52 **Information Service**

Information Service shall have the meaning set forth in 47 U.S.C. § 153(20) the Act

2.53 **Information Service Traffic**

Traffic delivered to or from an Information Service Provider.

2.54 **Information Service Provider**

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

2.55 **Initial Service Order**

An order submitted by Sprint to CenturyTel initially ordering a port or other service required by this Agreement.

2.56 **Intellectual Property**

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

2.57 **Intellectual Property Claim**

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

2.58 **Interconnection**

“Interconnection” shall have the meaning set forth in 47 C.F.R. 51.5; “Interconnection is the linking of two networks for the mutual exchange of traffic. The term does not include the transport and termination of traffic.”

2.59 **Interconnection Facility**

Interconnection Facility is the dedicated transport facility used to connect the two Parties' networks.

2.60 **Interexchange Carrier (IXC)**

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

2.61 **InterLATA Toll Traffic**

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

2.62 **Internet Service Provider (ISP)**

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

2.63 **IntraLATA Toll Traffic**

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

2.64 **IP-Enabled Voice Traffic**

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

2.65 **ISDN User Part (ISUP)**

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

2.66 **ISP-Bound Traffic**

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

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

Traffic where both CenturyTel's network and Sprint'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 Sprint's network are used to terminate Switched Access Service traffic delivered by an IXC to one of the Party's End User Customers.

2.68 **Line Side**

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

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

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

2.70 **Local Calling Area (LCA)**

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

2.71 **Local Exchange Carrier (LEC)**

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

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

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

2.73 **Local Traffic**

For purposes of Article IV 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's local exchange tariffs. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic includes Information Service Traffic to the extent that the End User Customer and the ISP are

physically located in the same CenturyTel Local Calling Area. Local Traffic includes IP-Enabled Traffic to the extent that the originating End User Customer and the terminating End User Customer are physically located in the same CenturyTel Local Calling Area.

2.74 **“Local Interconnection Trunk” or “Local Interconnection Trunk Groups”**

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

2.75 **Local Service Request (LSR)**

The Ordering and Billing Forum document designated by 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.

2.76 **Loop Facility Charge**

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

2.77 **Main Distribution Frame (MDF)**

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

2.78 **Mass Calling Trunks**

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

2.79 **Meet Point**

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

2.80 **“Meet Point Billing (MPB)” or “Meet Point Billing Arrangement”**

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

2.81 **“Mid-Span Fiber Meet” or “Fiber Meet”**

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

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

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

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

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

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

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

2.85 **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.

2.86 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.

2.87 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.

2.88 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.

2.89 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.

2.90 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).

2.91 Intentional left blank**2.92 Party or Parties**

“Party” shall mean CenturyTel or Sprint depending on the context. “Parties” refers collectively to both CenturyTel and Sprint.

2.93 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's effective Tariff(s).

2.94 Point of Interconnection (POI)

A Point of Interconnection (POI) is a point where the Parties deliver traffic to each other, and also serves as a demarcation point between the Party's facilities. The POI also establishes the interface, the test point, and the operational responsibility hand-off between Sprint and CenturyTel for the interconnection of their respective networks. The Point of Interconnection for purposes of Sections 251(c)(2) and 251(c)(3) remains on the Local Exchange Carrier's network.

2.95 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.

2.96 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.

2.97 Public Safety Answering Point (PSAP)

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

2.98 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 telecommunications carrier. 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.

2.99 **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.

2.100 **Reciprocal Compensation**

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

2.101 **Remote End Office Switch**

A switch that directly terminates traffic to and receives traffic from End User Customers 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.

2.102 Intentionally left blank

2.103 **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.

2.104 **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 Sprint.

2.105 **Routing Point**

Denotes a location that a ILEC, CLEC or other telecommunications carrier has designated on its own network as the homing or routing point for traffic inbound to Telephone Exchange Service provided by the ILEC, CLEC or other telecommunications carrier 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. The Routing Point must be in the same LATA as the associated NPA-NXX.

2.106 **Selective Router (SR)**

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

2.107 **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.

2.108 **"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.

2.109 **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.

2.110 **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.

2.111 **Sprint Third Party Provider**

A third party provider of last mile facilities that Sprint has a business arrangement with, such that when combined with Sprint services results in the provision of local Telephone Exchange Service in the Local Calling Area.

2.112 **Stand-Alone Fiber Loop**

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

2.113 **State**

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

2.114 **Subsequent Service Order**

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

2.115 **Subsidiary**

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

2.116 **Switched Access Services**

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

2.117 **Synchronous Optical Network (SONET)**

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

2.118 **“Tandem” or “Tandem Switch” or “Tandem Office Switch”**

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

2.119 **Tariff**

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

2.120 **“TDM” or “TDM Technology” or “Time Division Multiplexing”**

A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (*e.g.*, voice, fax, dial-up Internet access) and high-capacity services like DS1 and DS3 circuits.

2.121 **Technically Feasible**

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

2.122 **Telcordia Technologies**

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

2.123 **Telecommunications**

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

2.124 **Telecommunications Carrier**

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

2.125 **Telecommunications Equipment**

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

2.126 **Telecommunications Service**

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

2.127 **Telecommunications Service Priority (TSP)**

A procedure established by the National Communications System Office (NCSO) used by a Telecommunications Carrier to establish priorities in deciding which

lines and trunks to restore subsequent to an outage. Generally, the highest priority goes to federal law enforcement and military usage, with local emergency services (including 911 Service) and medical facilities following..

2.128 **Telephone Exchange Service**

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

2.129 **“Telephone Toll” or “Telephone Toll Service”**

“Telephone Toll” or “Telephone Toll Service” is telephone service between stations in different exchange areas that is not otherwise local traffic (e.g. mandatory EAS). Telephone Toll traffic can be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic” depending on whether the originating and terminating points are within the same LATA.

2.130 Intentionally left blank

2.131 **Time and Material Charges**

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

2.132 **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.

2.133 **Transit Traffic**

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

2.134 **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.

2.135 Intentionally Left Blank.

2.136 **Website**

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

2.137 **Wire Center**

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

ARTICLE III: GENERAL TERMS & CONDITIONS**I.****GENERAL TERMS & CONDITIONS****REGARDING APPLICATION, EFFECTIVE DATE, TERM AND GOVERNING LAW****1.0 APPLICATION OF THESE GENERAL TERMS & CONDITIONS**

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

2.0 EFFECTIVE DATE, TERM & TERMINATION

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

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

2.3 Notice of Termination. Either Sprint 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 Sprint 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 Sprint or CenturyTel provides notice of termination pursuant to Section 2.3 and, on or before the noticed date of termination, either Sprint or CenturyTel has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the effective date of a new interconnection agreement between Sprint and CenturyTel either by means of negotiation, mediation or arbitration under Section 252 of the Act. 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 Sprint 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 Sprint 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. Sprint 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 Sprint. If Sprint 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 Sprint under Section 252(i).
- 2.6 Suspension or Termination Upon Default. Either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; *provided, however*, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within thirty (30) calendar days of receipt of written notice thereof. Following CenturyTel's notice to Sprint of its Default, CenturyTel shall not be required to process new service orders until the Default is timely cured.
- “Default” is defined to include:
- (a) Subject to Applicable Law, a Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
 - (b) The revocation by the Commission of a Party's Certificate of Operating Authority; or
 - (c) A Party's violation of any material term or condition of the Agreement; or
 - (d) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 9) within thirty (30) calendar days after the bill date.
- 2.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-affiliate. The selling or transferring Party shall provide the other Party with at least 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. Except, should CenturyTel sell or trade substantially all the assets in an exchange or group of exchanges that CenturyTel uses to provide services under this Agreement, then CenturyTel will assign this Agreement to the purchasing or acquiring entity for those exchanges/markets where Sprint is actually interconnecting and providing services. The Parties agree to abide by any applicable Commission Order regarding such sale or transfer.

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

was cancelled by the purchasing Party, the purchasing Party shall pay the difference between the price of the service that was actually paid by the purchasing Party under the commitment and the price of the service that would have applied if the commitment had been to purchase the service only until the time that the commitment was cancelled.

3.0 APPLICABLE LAW

- 3.1 Applicable Law. The term Applicable Law, as used in this Agreement, shall mean all effective laws, statutes, common law, governmental regulations, ordinances, codes, rules, guidelines, orders, permits and approvals of any governmental authority (including, without limitation, the Commission and the FCC) that apply to the subject matter of this Agreement.
- 3.2 Rule of Construction. 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 courts therein..
- 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 invoke the provisions of the Dispute Resolution process contained in Sec. 20

II. OTHER GENERAL TERMS & CONDITIONS

4.0 AMENDMENTS

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

5.0 ASSIGNMENT

Any assignment, in whole or in part, by either Party of any right, obligation, duty or interest arising under the Agreement without the written consent of the other Party shall be null and void, except that either Party may assign, to the extent consistent with Applicable Law, all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or Affiliate of that Party without consent, upon ninety (90) calendar days’ written notification. The effectiveness of an assignment shall be conditioned upon the assignee’s written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor’s obligations hereunder. Any attempt to make an assignment or delegation in violation of this section shall constitute a default of this Agreement.

6.0 ASSURANCE OF PAYMENT

6.1 To the extent Sprint may not have already established and maintained satisfactory credit with CenturyTel affiliates, CenturyTel may request, Sprint to provide to CenturyTel a deposit for or an adequate assurance of payment of amounts due (or to become due) to CenturyTel hereunder.

6.1.1 When a Deposit/Assurance of Payment Is Requested. Such deposit or assurance of payment of charges may be requested by CenturyTel if based on CenturyTel’s analysis of the CenturyTel Credit Application, (“Credit Application”) and other relevant information regarding Sprint’s credit and financial condition. In determining whether an additional security deposit is required, CenturyTel may request an updated Credit Application and will review Sprint’s credit rating and report details, any documentation relative to bankruptcy, insolvency or similar proceeding, Sprint’s payment

history with CenturyTel affiliates, and to the extent available, Sprint's financial information. Upon the conclusion of this review, if CenturyTel continues to require an additional security deposit, at Sprint's request, CenturyTel will provide a written explanation to Sprint.

- 6.1.2 The Parties will work together to determine the need for or amount of a reasonable initial or increase in deposit. If the Parties are unable to agree, then Sprint must file a petition for resolution of the dispute. Such petition shall be filed with the Commission. The Parties agree that the decision ordered by the Commission will be binding for the state covered by this Agreement. In the case of a disputed initial deposit, the Parties acknowledge that CenturyTel will not be required to accept any orders for service until such time as the requested deposit is paid or the dispute is settled. In the event Sprint fails to file a petition with the Commission or pay the disputed deposit within 30 days of the request for an additional deposit, then CenturyTel may terminate service to Sprint in accordance with Sec. 2 and any security deposits will be applied to Sprint's account.
- 6.2 Calculating the Amount of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, such deposit will be calculated based on the greater of (1) CenturyTel's estimated two-month charges to Sprint (including, but not limited to, both recurring and non-recurring charges) using Sprint's forecast of interconnection facilities and any other facilities or services to be ordered from CenturyTel, or (2) \$5,000. If Sprint does not provide a forecast of its facility or service demand under this Agreement, Sprint shall provide, upon CenturyTel's request, a deposit or assurance of payment of charges in an amount of \$5000.
- 6.3 Modifying the Amount of Deposit/Assurance of Payment. CenturyTel reserves the right to request an additional amount of the deposit or assurance of payment required of Sprint if Sprint is repeatedly delinquent in making its payments, or Sprint is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyTel due to Sprint's previous non-payment, or when conditions otherwise justify such action based on actual billing history and/or the credit rating of Sprint. "Repeatedly delinquent" means any non-disputed payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period.
- 6.4 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.
- 6.5 Intentionally left blank.

- 6.6 Interest on Cash Deposit. CenturyTel shall pay interest on any such cash deposit in accordance with state requirements for End User deposits if such exist
- 6.7 Drawing on Deposit/Assurance of Payment. CenturyTel may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to Sprint in respect of any amounts to be paid by Sprint hereunder that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Agreement.
- 6.8 Sprint's Replenishment of Deposit/Assurance of Payment. If CenturyTel draws on the letter of credit or cash deposit, upon request by CenturyTel, Sprint shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 6.2.
- 6.9 Effect on Other Obligations. The fact that a deposit or a letter of credit is requested by CenturyTel hereunder shall in no way relieve Sprint from compliance with the requirements of this Agreement (including, but not limited to, any applicable Tariffs) as to advance payments and timely payment for facilities or services, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of services for nonpayment of any amounts, payment of which is required by this Agreement.

7.0 AUDITS

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

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

- 7.1.6 Adjustments. Adjustments to the Audited Party's charges shall be made to correct errors or omissions disclosed by an audit. The performance of adjustments shall be subject to examination. The Audited Party will provide a formal written response to any findings in an audit within thirty (30) calendar days of receipt of any such findings. The Auditing Party in turn will respond to the Audited Party's response within forty-five (45) calendar days of receipt of the Audited Party's response.
- 7.1.7 Overcharges or Undercharges. If any audit confirms any overcharge, then the billing Party (or the Party that billed for services at more than the appropriate charge) shall promptly correct any billing error, including refunding any overpayment by the other Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. If any audit confirms any undercharge, then the billed Party (or the Party that was provided services at less than the appropriate charge) shall immediately compensate the billing Party for such undercharge. In each case of overcharge or undercharge, such rectifying credits and/or payments will be subject to interest at the lesser of one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the date on which such undercharge or overcharge originated until the date on which such credit is issued or payment is made and available, as the case may be.
- 7.1.8 Disputes. Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the procedures set forth in Section 19 regarding dispute resolution.
- 7.2 Traffic Audits. On thirty (30) calendar days' written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper routing and billing of traffic. CenturyTel and Sprint shall retain records of call detail for a minimum of nine (9) months from which a Percentage Local Use (PLU) and/or Percentage Interstate Use (PIU) can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per Contract Year (as defined in Section 7.1 above). Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

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

8.0 AUTHORIZATION AND AUTHORITY

- 8.1 Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her or its choosing, and Sprint 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 Oregon and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 8.3 Sprint represents and warrants that it is a Limited Partnership duly organized, validly existing and in good standing under the laws of the State of Oregon and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

9.0 BILLING & PAYMENTS/DISPUTED AMOUNTS

Except as provided elsewhere in this Agreement and, where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), Sprint 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 and Over-Billing. The Parties will bill each other in a timely manner. Neither Party will initiate credit claims or bill the other Party for previously unbilled, under-billed or over-billed charges for services that were provided more than one (1) year prior to the applicable bill date. Each Party will provide prompt notice of any intent to claim credits or bill for charges incurred more than ninety (90) calendar days prior.
- 9.2 Payment. Except as otherwise provided in this Agreement, payment of amounts billed for services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) calendar days of the Bill Date (“Bill Due Date”). If the Bill Due Date is a Saturday, Sunday, or has been designated a bank holiday, payment will be made the next Business Day. Payments may be transmitted by electronic funds transfer. Late payment charges, if any, will be payable in accordance with the provisions of this Agreement.
- 9.3 Late Payment Charges. If any undisputed amount due on a billing statement is not received by the billing Party by the Bill Due Date, the billing Party shall calculate and assess, and the billed Party agrees to pay, a late payment charge on the past due balance equal to one and one-half (1 ½%) percent per month or the highest rate of interest that may be charged under Applicable Law, compounded daily, for the number of days from the Bill Date until the date on which such payment is made. Such late payment charges shall be included on the billing Party’s next statement to the billed Party.
- 9.4 Disputed Amounts. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties including disputes related to Section 1.2 of Article VI, the billed Party shall give written notice to the billing Party of the amounts it disputes (“Disputed Amounts”) and shall include in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the guidelines for submitting billing dispute claims set forth in CenturyTel’s CLEC Service Guide, or as mutually agreed-to by the Parties. Disputed billing claims, detailing the Disputed Amount withheld from payment, shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim before the Bill Due Date means that the total charges billed are due and payable to the billing Party on the due date. The billed Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. Both Sprint 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 described in Section 20 of this Article III.

9.4.1 If the billed Party disputes any charges and any portion of the dispute is resolved in favor of the billed Party, the Parties shall cooperate to ensure that (a) the billing Party shall credit the invoice of the billed Party for that portion of the Disputed Amount resolved in favor of the billed Party, together with any late payment charges assessed with respect thereto no later than the second Bill Due Date after the resolution of the billing dispute.

9.5 Effect of Non-Payment.

9.5.1 If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may discontinue processing orders for relevant or like services provided under this Agreement on or after the thirtieth (30th) calendar day following the Bill Due Date. The billing Party will notify the other Party in writing, via email or certified mail, at least five (5) Calendar Days prior to discontinuing the processing of orders for the relevant services. . If the billing Party does not refuse to accept additional orders for service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

9.5.2 Notwithstanding 9.5.1 above and subject to applicable law if the billed Party does not remit payment of all undisputed charges on a bill by thirty (30) days after the Bill Due Date, the billing Party may notify the billed Party in writing that it will disconnect any and all relevant or related services provided under this Agreement within fifteen (15) days. Such notification may be included in a notification to refuse to accept additional orders so long as the appropriate dates for each consequence are listed therein. If the billed Party subsequently pays all of such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service

disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billing Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

10.0 INTENTIONALLY LEFT BLANK

11.0 CAPACITY PLANNING AND FORECASTS

Within thirty (30) calendar days from the Effective Date of this Agreement, or as soon after the Effective Date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, and interconnection services. :

- 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 Sprint will furnish to CenturyTel information that provides for statewide annual forecasts of facility/demand, Rate Centers involved and a good faith estimate of order activity. If during the Term of this Agreement, Sprint desires to offer services in a CenturyTel local calling area for which Sprint has not previously submitted a forecast, Sprint 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. Sprint 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 exchange over trunk groups and yearly forecasted trunk quantities as set forth in Article IV (Interconnection).

- 11.4 Sprint shall notify CenturyTel promptly of any changes in Sprint's business or prevailing business conditions that may impact any of its facility demand forecasts in the next forecasting period more than ten percent (25%) to current forecasts (increase or decrease). Sprint orders that exceed its facility/demand forecast by 25% shall not necessarily be filled within normal intervals.
- 11.5 CenturyTel reserves the right to condition the fulfillment of additional service orders on satisfactory Sprint fill rates in previously ordered capacity, or on Sprint payment for all of the additional capacity absent satisfactory fill rates.
- 11.6 CenturyTel reserves the right to assess Sprint a stranded plant/facility or discontinued service order charge for capacity forecast by Sprint but not used within six (6) months after a forecast period to the extent that CenturyTel built the plant/facility based on Sprint's order.

12.0 CHANGES IN LAW

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

- 12.1 Removal of Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyTel is no longer required by Applicable Law to continue to provide any service, facility, payment or benefit otherwise required to be provided to Sprint under this Agreement, the Parties shall promptly amend this Agreement pursuant to Section 4 to reflect such change in Applicable Law and to provide for the discontinuance of such service, facility, payment or benefit. If Sprint disputes CenturyTel's interpretation that it may discontinue such service, facility, payment or benefit, the dispute resolution procedures of Section 20 shall apply, and any consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the earlier of the discontinuation date set forth in CenturyTel's written notice to Sprint or the date specified by Applicable Law. The Parties agree to negotiate such changes to the terms and conditions within thirty (30) calendar days of receipt of the requesting Party's written request. If the Parties cannot agree to the changes to conform the Agreement to applicable law, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in Section 20 provided, however, that the Party submitting such dispute shall provide the other Party ten (10) days prior written notice of such submission. In addition, CenturyTel may re-rate the service at the rate applicable for a comparable tariff service back to 30 days after the date of the request to discontinue the service.

- 12.2 Changes to Existing Obligations. Notwithstanding anything in this Agreement to the contrary, if, as a result of any legislative, judicial, regulatory or other governmental decision, order, determination or action, or any change in Applicable Law subsequent to the Effective Date, CenturyTel is required by such change in Applicable Law to provide a service facility, payment or benefit not already provided to Sprint under the terms of this Agreement, the Parties agree to amend this Agreement pursuant to Section 4 to reflect such change in Applicable Law to add or modify, in writing, the affected term(s) and condition(s) of this Agreement to the extent necessary to bring them into compliance with such change in Applicable Law. The Parties shall initiate negotiations to add or modify such terms upon the written request of a Party. The Parties agree to negotiate such additional or modified terms and conditions within thirty (30) calendar days of receipt of the requesting Party's written request. If the Parties cannot agree to additional or modified terms to amend the Agreement, the Parties shall submit the dispute to dispute resolution pursuant to the procedures set forth in Section 20. Any consequent changes to the terms of this Agreement (including billing terms) as a result of such change in Applicable Law shall be retroactive to the date of the change in law date or the date specified by Applicable Law, whichever applies.
- 12.3 Notwithstanding Sections 12.1 and 12.2, to the extent that the Parties have agreed to any terms and conditions set forth in this Agreement that do not reflect or fully reflect the extent of the Parties' respective rights and/or obligations under Applicable Law for good and valuable consideration through the process of good faith negotiations, a subsequent change in Applicable Law may not be given effect in this Agreement, through the amendment process or otherwise, without the mutual consent of both Parties. Any terms reached by the Parties constituting a Voluntary Agreement to which this Section 12.3 applies shall be identified as being an agreement made "pursuant to Section 12.3" or by language of similar import.

13.0 CLEC PROFILE

- 13.1 To the extent Sprint has not already submitted to CenturyTel a "CLEC Profile," in a form provided by CenturyTel Sprint shall complete a CLEC Profile to CenturyTel as soon as practicable after execution of this agreement, but prior to submitting any orders. Among other things required to be listed on the CLEC Profile, Sprint 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. Subject to 13.2, Sprint 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. Sprint represents to CenturyTel that it has or will obtain required governmental or regulatory approval consent or authority, if any, prior to providing telecommunications services in the State. Sprint will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request. CenturyTel shall have no obligation to commence performance under this Agreement unless and until Sprint shall have obtained any such required governmental or regulatory approval, consent or authority.

14.0 CONFIDENTIAL INFORMATION

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

Notwithstanding the foregoing, pre-orders, and all orders for services placed by Sprint pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of Sprint End User Customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Sprint End User Customers, whether disclosed by Sprint 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 receives a request to disclose the disclosing Party's Confidential Information to a third-party, such disclosure must be agreed to in writing by the disclosing Party, and the third-party must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

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

14.4 Survival.

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

15.0 CONSENT

Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is

required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

16.0 CONTACTS BETWEEN THE PARTIES

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

17.0 CONTACTS WITH CUSTOMERS

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

18.0 COUNTERPARTS

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

19.0 Intentionally left blank

20.0 DISPUTE RESOLUTION

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

20.1 Alternative to Litigation

20.1.1 Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary

restraining order, or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

20.1.2 Each Party agrees to promptly notify the other Party in writing of a dispute and may in the dispute notice invoke the informal dispute resolution process described in Section 20.2. The Parties will endeavor to resolve the dispute within thirty (30) days after the date of the dispute notice. If negotiations do not resolve the dispute, then either party may proceed with any remedy available to it pursuant to law, equity, or agency mechanisms. Notwithstanding the above provisions, if the dispute arises from a service affecting issue, either Party may, upon prior notice to the other Party, proceed to submit the matter as an unresolved dispute under Section 20.3.1.

20.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted in a business-to-business fashion. It shall be left to each Party to select its own representative(s) for such negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit. Unless otherwise provided herein, or upon the Parties' agreement, either Party may invoke formal dispute resolution procedures including arbitration or other procedures as appropriate, not earlier than thirty (30) days after the date of the dispute notice, provided the Party invoking the formal dispute resolution process has in good faith negotiated, or attempted to negotiate, with the other Party.

20.3 Formal Dispute Resolution.

20.3.1 The Parties agree that all unresolved disputes arising under this Agreement must be submitted to the Commission for resolution in accordance with its

dispute resolution process. The outcome of the Commission process will be binding on the Parties, subject to any right to appeal a Commission decision under applicable law.

20.3.2 If the Commission does not have or declines to accept jurisdiction over any dispute arising under this Agreement, a Party may seek resolution of the dispute before the FCC. If the FCC does not have or declines to accept jurisdiction of the dispute, the dispute may be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section or upon approval or order of the arbitrator. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories; demands to produce documents; requests for admission. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within ninety (90) days of the demand for arbitration. The arbitration shall be held in Oregon, unless otherwise agreed to by the Parties or required by the FCC. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

20.4 Intentionally left blank.

20.5 Costs. Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

20.6 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Section 9) in accordance with this Agreement. However, during the pendency of any dispute resolution procedures, CenturyTel reserves the right not to accept new Sprint service orders if undisputed charges are not brought current, but only until such undisputed charges are brought current.

21.0 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

22.0 EXPENSES

- 22.1 In performing under this Agreement, if Sprint makes a request not already provided for in this Agreement, CenturyTel may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. In such event, CenturyTel is entitled to reimbursement from Sprint for all such reasonable and necessary costs to the extent pre-approved by Sprint. For all such costs and expenses, CenturyTel shall receive through nonrecurring charges (“NRCs”) the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel’s common costs. If Sprint makes a request that involves expenditures or costs not otherwise covered under this agreement, CenturyTel will provide a quote to Sprint in a timely manner and Sprint must agree to accept the quoted charges prior to CenturyTel’s initiation of work.
- 22.2 Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

23.0 FORCE MAJEURE

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

remove such causes of nonperformance or Force Majeure Events, and both Parties shall proceed whenever such causes or Force Majeure Events are removed or cease.

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

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

24.0 FRAUD

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

25.0 GOOD FAITH PERFORMANCE

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

26.0 HEADINGS

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

27.0 INTELLECTUAL PROPERTY

27.1 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.

28.0 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 Sprint in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. Sprint shall be responsible for and shall be billed for any charges associated with providing the services described in this section 28 for Sprint's End User Customers.
- 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.

29.0 INTENTIONALLY LEFT BLANK

30.0 LIABILITY AND INDEMNIFICATION

30.1 Indemnification Against Third-Party Claims.

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group"), from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees), arising out of or relating to, or 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 confidential information; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; (vii) with respect to Sprint as Indemnifying Party, any act or omission of a Sprint Third Party Provider; (viii) any act or omission of the Indemnifying Party, or its contractors or agents, in connection with its performance or nonperformance under this Agreement; (ix) 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 Users, and, with respect to Sprint as Indemnifying Party, content transmitted by any Sprint Third Party Provider; or (x) 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. "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.

In the case of any Claim alleged or claimed by an End User of either Party, the Party whose End User alleged or claimed such Claim (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") against any and all such Claims by its End Users regardless of whether the underlying function, facility, product or service giving rise to such Claim was provided or provisioned by the Indemnified Party, unless such Claim was caused by the negligence or willful misconduct of the Indemnified Party.

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. The Indemnifying Party shall not be liable under this Section for settlement by the Indemnified Party, if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the applicable Claim tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the Indemnifying

Party shall be liable for any reasonable settlement made by the Indemnified Party without approval of the Indemnifying Party.

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

30.3 Limitation of Liability

30.3.1 EXCEPT AS PROVIDED IN SECTION 30.3.2, 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, ECONOMIC LOSS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY, DAMAGES ARISING FROM THE USE OR PERFORMANCE OF EQUIPMENT OR SOFTWARE, OR THE LOSS OF USE OF SOFTWARE OR EQUIPMENT, OR ANY ACCESSORIES ATTACHED THERETO, DELAY, ERROR, OR LOSS OF DATA), 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 PROVISION OF SUCH ADVICE, RECOMMENDATIONS, AND ANALYSIS.

30.3.2 Section 30.3.1 does not apply to the following:

- 30.3.2.1 Section 30.1 and/or any other indemnification provision of this Agreement, including without limitation Sections 39.8 and 45.0 of Article III, and Sections 3.3.1.3 and 4.6.4.2 of Article IV;
- 30.3.2.2 Breach of any obligation of confidentiality referenced in this Agreement;
- 30.3.2.3 Violation of security procedures;
- 30.3.2.4 (Intentionally left blank)
- 30.3.2.5 Failure to properly safeguard, or any misuse of, customer data;
- 30.3.2.6 Statutory damages;
- 30.3.2.7 Liability for intentional or willful misconduct;
- 30.3.2.8 Liability arising under any other contract or any applicable tariff, regulations or laws related to the Indemnified Party's provisioning of the services; or
- 30.3.2.9 Section 45 of this Article III.

31.0 NETWORK MANAGEMENT

- 31.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. Sprint 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. Sprint recognizes its responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of CenturyTel or any third parties connected with or involved directly in the network or facilities of CenturyTel.
- 31.3 Interference or Impairment. The characteristics and methods of operation of any circuits, facilities or equipment of 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, then CenturyTel may, at its option, temporarily discontinue the use of the affected circuit, facility or equipment until the Impairment of Service is remedied.

32.0 NON-EXCLUSIVE REMEDIES

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

33.0 NOTICE OF NETWORK CHANGES

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall publish notice of the change as required by 47 C.F.R. §§ 51.325 through 51.335.

34.0 NOTICES

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

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

To Sprint:

Attention:
Sprint Communications Company L.P.
6330 Sprint Parkway
M/S KSOPHA0310
Overland Park, KS 66251
Telephone Number: 913-762-4116
FAX Number: 913-762-0117

with a copy to:

Sprint
Legal/Telecom Management Group
P. O. Box 7966
Shawnee Mission, KS 66207-0966

Or for overnight mail only:

Legal/Telecom Management Group
Mailstop: KSOPHN0312 - 3A318
6450 Sprint Parkway
Overland Park, KS 66251
(913) 315-9762

To CenturyTel:

Attention: Carrier Relations
100 CenturyTel Dr.
Monroe, LA 71203
Telephone Number: 318-388-9500
Facsimile Number: 318-388-9072
Internet Address: max.cox@centurytel.com

with a copy to:

Attention: Jackie Phillips
Regional Director – Carrier Relations
805 Broadway
Vancouver, WA 98660
Telephone Number: 360-905-6985
Facsimile Number: 360-905-6811
Internet Address: Jackie.Phillips@CenturyTel.com

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

35.0 ORDERING

- 35.1 Ordering and Electronic Interface. A web-based interface is currently being used for Sprint to order non-access services. Unless otherwise provided in the Articles of this Agreement, Sprint 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 Sprint to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyTel, Sprint 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 Sprint for ordering services.
- 35.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until 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 Sprint and until after the Effective Date of this Agreement.

36.0 POINTS OF CONTACT FOR SPRINT CUSTOMERS

- 36.1 Sprint shall be the primary point of contact for Sprint customers. Sprint shall establish telephone numbers and mailing addresses at which Sprint's End User Customers may communicate with Sprint and shall advise Sprint End User Customers of these telephone numbers and mailing addresses.
- 36.2 Except as otherwise agreed to by CenturyTel, CenturyTel shall have no obligation, and may decline, to accept a communication from a Sprint customer, including but not limited to issues with number ports to Sprint.

37.0 PUBLICITY AND USE OF TRADEMARKS

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

- 37.2 Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services or facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyTel and Sprint.
- 37.3 Any violation of this Section 37 shall be considered a Default of this Agreement under Section 2.6.

38.0 REFERENCES

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

39.0 RELATIONSHIP OF THE PARTIES

- 39.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.
- 39.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the Parties, or grant to either Party a license, franchise, distributorship or similar interest.
- 39.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.

- 39.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees, including but not limited to Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.
- 39.5 Except as provided by Section 42, the persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose.
- 39.6 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 39.7 The relationship of the Parties under this Agreement is a non-exclusive relationship.
- 39.8 Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

40.0 RESERVATION OF RIGHTS

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with this Agreement; (b) to challenge the lawfulness of this Agreement and any provision of this Agreement; (c) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the services that must be offered) through changes in Applicable Law; and, (d) to challenge the lawfulness and propriety of, and to seek to change, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

41.0 STANDARD PRACTICES

- 41.1 The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various

requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide. Sprint 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.

- 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 Sprint 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 Sprint to provide clarification of the scope of the change and timeline for implementation. Sprint reserves its right to request changes to be delayed or otherwise modified where there is an adverse business impact on Sprint, with escalation through the dispute resolution process.

42.0 SUBCONTRACTORS

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

43.0 SUCCESSORS AND ASSIGNS – BINDING EFFECT

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

44.0 SURVIVAL

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

45.0 TAXES

Any State or local excise, sales, or use taxes (defined in Section 45.1 but excluding any taxes levied on income) and fees/regulatory surcharges (defined in Section 45.2) resulting from the performance of this Agreement shall be borne by the Party upon which the

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

Notwithstanding anything to the contrary contained herein, Sprint is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. Sprint 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, Sprint 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 Sprint's representations to CenturyTel concerning the status of Sprint'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 Party, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

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

46.0 TBD PRICES

- 46.1 Certain provisions in this Agreement and its Appendices and/or Attachments may simply refer to pricing principles or identify a rate as “to be determined” or “TBD.” If a provision references a specific rate element in an Appendix or Attachment and there are no corresponding prices or rates in such Appendix or Attachment, such price shall be considered “To Be Determined” (TBD). With respect to all TBD prices, prior to Sprint ordering any such TBD item, the Parties shall meet and confer to establish a price.
- 46.2 In the event the Parties are unable to agree upon a price for a TBD item either Party may then invoke the dispute resolution process set forth in Article III to resolve disputes regarding TBD pricing or the interim price, provided that such dispute resolution process is invoked no later than one (1) year after the applicable interim price is established. Any interim price will be subject to a true-up, not to exceed one (1) year, once a permanent price is established.

47.0 TECHNOLOGY UPGRADES

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

48.0 TERRITORY

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

49.0 THIRD-PARTY BENEFICIARIES

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

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52.0 WAIVER

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

ARTICLE IV: INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1.0 SERVICES COVERED BY THIS ARTICLE

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

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

2.0 NETWORK INTERCONNECTION METHODS

2.1 Introduction

2.1.1 This Section 2 of Article IV sets forth the terms and conditions that Network Interconnection Methods (NIMs) are provided between CenturyTel and Sprint. Network Interconnection Methods designates facilities established between the Parties' Networks. Additionally, this Part II describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local Traffic and Exchange Access traffic between the respective End User Customers 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 Sprint'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.

2.2 Physical Architecture

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

2.2.2 Points of Interconnection (POIs): A Point of Interconnection (POI) is a point in the network where the Parties deliver Local Traffic to each other. Requirements for a Local POI are set forth in Section 3.3.2 of this Article. For direct interconnection, Sprint will establish a minimum of one POI per LATA at any technically feasible point on CenturyTel's network. Multiple POIs shall be established if required by technical and operational constraints.

2.2.3 Intentionally left blank

2.2.4 Subject to Section 3.3.2, each Party is responsible for the facilities to its side of the POI(s) and may use any method of Interconnection described in this Section 2. Each Party is responsible for the appropriate sizing, and operation, 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 User Customers. Notwithstanding the forgoing, Parties may secure facilities and or connectivity through mutual agreement.

2.2.7 Technical Interfaces

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

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

2.3 Methods of Interconnection

2.3.1 Leased Facility Interconnection ("LFI")

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

2.3.2 Fiber Meet Interconnection

2.3.2.1 Fiber Meet Interconnection between CenturyTel and Sprint can occur at any technically feasible point(s) between a CenturyTel End Office and Sprint's premises within the local calling area. Sprint shall request a Fiber Meet Point of Interconnection by submitting a Bona Fide Request (BFR).

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

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

2.3.2.4 Intentionally Left Blank

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

2.3.2.7 Pursuant to the mutually agreed upon implementation terms of Sprint's Fiber Meet BFR, CenturyTel and Sprint 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 Sprint 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 Sprint and CenturyTel.

2.4 Responsibilities of the Parties

2.4.1 Sprint and CenturyTel shall work cooperatively to install and maintain a reliable network. Sprint 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 Sprint and CenturyTel will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Article.

2.4.3 Sprint 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 their side of the POI.

2.5. Joint Facility Growth Planning

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

2.5.2 Criteria:

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 IV, Section 3.5 and are to be deployed in accordance with the Processes described below.

2.5.3 Processes:

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

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

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

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

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

3.0 INTERCONNECTION TRUNKING REQUIREMENTS

3.1 Introduction

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

3.1.2 This Section 3 of Article IV provides descriptions of the trunking requirements between Sprint and CenturyTel. All references to incoming and outgoing trunk groups are from the perspective of Sprint. 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 User Customers pursuant to the terms of this Article.

3.2 One Way and Two Way Trunk Groups

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

- 3.2.2 The Parties agree that two-way trunk groups for Local, IntraLATA and InterLATA traffic shall be established between a Sprint switch and a CenturyTel tandem switch or 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. For administrative consistency Sprint will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. Either Party will also use ASRs to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.

- 3.2.3 Notwithstanding 3.2 above, the Parties recognize that certain technical and billing issues may necessitate the use of one-way trunking for an interim period. If either Party wants to provision its own one-way trunks, this must be agreed to by both Parties. The Parties will utilize 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 Sprint provides such service to its customers.

3.2.5 Interconnection Facilities

3.2.5.1 Compensation for Interconnection Facilities is separate and distinct from any transport and termination per minute of use charges or an otherwise agreed upon Bill and Keep arrangement. To the extent that one Party provides a two-way Interconnection Facility, regardless of who the underlying carrier is, it may charge the other Party for its proportionate share of the recurring charges for Interconnection Facilities based on the other Party's percentage of the total sent Traffic.

3.2.5.2 When either one way or two-way Interconnection Facilities are utilized, each Party shall be financially responsible for the proportion of the Interconnection Facility used to transmit its originating Traffic.

3.2.5.3 A state-wide shared facilities factor may be agreed to by the Parties that represents each Party's proportionate use of all direct two-way Interconnection Facilities between the Parties. The shared facilities factor may be updated by the Parties annually based on current traffic study data, if requested by either Party in writing.

3.2.5.4 Interconnection Facilities that are leased from ILEC for interconnection purposes must be provided to Sprint at forward-looking economic cost-based rates.

3.2.5.5 Notwithstanding any other provision of this Agreement or ILEC's tariff, if Sprint elects to order Interconnection Facilities from ILEC's access tariff or purchases the Interconnection Facility from ILEC under this Agreement the terms in this Section 3.2.5 will apply.

3.2.5.6 Intentionally left blank.

3.2.5.7 Nothing in this Agreement shall be construed to apply the shared facilities factor to any facilities outside of CenturyTel's service area where the Parties are directly connected. Sprint shall be solely responsible for such facilities.

3.3 Direct and Indirect Connection

3.3.1 Indirect Network Connection

3.3.1.1 Intentionally left blank.

3.3.1.2 Indirect Network Connection shall be accomplished by delivery and switching of originated local traffic at the Tandem Switch serving the terminating party's switch. CenturyTel is responsible for the facilities for its originating traffic to its service area boundary related to the serving area exchange for its originating traffic and Sprint is responsible for all other transport obligations to and from the Tandem Switch. Each Party is responsible for the appropriate sizing, operation, and maintenance of its portion of the transport facilities described in this Section 3.3.1.2. The Parties agree to enter into their own agreement with third party tandem providers, to the extent applicable

3.3.1.3 Intentionally left blank.

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

3.3.1.5 Nothing in this Agreement shall be construed to require CenturyTel to pay or share in the costs of transport outside of its service area.

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

3.3.2.1 Intentionally left blank.

3.3.2.2 At Sprint's request, a direct network connection shall be established by connecting Sprint's network to CenturyTel's network at any technically feasible point on CenturyTel's network.

3.3.2.2.1 Intentionally left blank.

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

3.3.2.4 Intentionally left blank.

3.3.2.5 All traffic received by CenturyTel on a direct End Office trunk group from Sprint must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by Sprint 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).

3.3.2.6 Sprint and CenturyTel shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types. Sprint 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 Sprint to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs. To the extent Sprint desires to have any IXCs originate or terminate switched access traffic to or from Sprint, using jointly provided switched access facilities routed through a CenturyTel access tandem, it is the responsibility of Sprint 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 Sprint. If the IXC subsequently indicates that it does not want the traffic routed to or from Sprint, CenturyTel will not route the traffic.

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

3.3.2.6.2 Each Party shall only deliver traffic over the local connection trunk groups to the other Party's access

tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.

3.3.2.6.3 This Agreement may be used to exchange Traffic, regardless of jurisdiction or technology. Initially, Sprint will not use this interconnection arrangement to exchange traffic subject to access charges. If Sprint intends to use this interconnection arrangement to exchange traffic subject to access charges, the Parties will work cooperatively to develop mutually agreed upon processes and terms necessary to affect such exchange. Such processes shall address, but not be limited to, the identification and measurement of traffic that goes over each trunk, the use of factors, auditing provisions, the type of traffic, the jurisdiction of traffic, and the amount or volume of traffic. If the Parties are unable to agree upon such terms and processes, the Dispute Resolution Procedures under Section 20 of Article III will be invoked. Until such time, neither Party shall route Switched Access Service traffic over local connection trunks or Local Traffic over Switched Access Service trunks.

3.4 Trunk Groups

3.4.1 The following trunk groups shall be used to exchange local traffic between Sprint and CenturyTel.

3.4.2 Local Interconnection Trunk Group(s)

3.4.2.1 Direct End Office Trunking

3.4.2.1.1 Intentionally left blank.

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

3.4.4 Sprint 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 Sprint wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

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

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

3.5 Forecasting and Planning Responsibilities

3.5.1 Sprint 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 Sprint. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Sprint shall provide subsequent forecasts on a semi-annual basis. Sprint 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 Sprint. CenturyTel shall take Sprint's forecasts into consideration in its network planning, and shall exercise its best efforts to provide the quantity of interconnection trunks and facilities forecasted by the Sprint. 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 Parties shall use commercially reasonable efforts to include in semi-annual forecasts the following:

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 Sprint shall be responsible for forecasting two-way trunk groups. CenturyTel shall be responsible for forecasting and servicing the one-way trunk groups terminating to Sprint and Sprint 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 Sprint's requests for interconnection using Currently Available facilities and capacity. However, if CenturyTel refuses a Sprint request due to lack of facilities or lack of capacity, Sprint may request to work with CenturyTel to establish a construction plan.
- 3.5.8 Notwithstanding the above, if Sprint determines to offer local exchange service within a CenturyTel area, EAS to a CenturyTel' area or otherwise assign numbers rated to the CenturyTel exchange, Sprint shall provide thirty (30) days written notice to CenturyTel of the need to establish Interconnection Such request shall include (i) Sprint's Switch address, type, and CLLI; (ii) Sprint's requested Interconnection activation date; and (iii) a non-binding forecast of Sprint's trunking and facilities requirements.
- 3.5.8.1 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above.

3.5.8.2 If Sprint deploys additional switches after the Effective Date or otherwise wishes to establish Interconnection with additional CenturyTel Central Offices, Sprint 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 Sprint Central Offices in such local exchange, CenturyTel shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

3.6 Trunk Design Blocking Criteria

3.6.1 In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon 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

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
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). Sprint 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 Sprint. 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 65 percent (65%) of BHCCS capacity on a monthly average basis, for each month of any three (3) consecutive month's period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 35 percent (35%) 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 Sprint 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 in accordance with the CenturyTel Service Guide. If either Sprint 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 Sprint request trunking from CenturyTel in excess of the industry traffic engineering design blocking standard, CenturyTel is not obligated to provide such trunking unless Sprint 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 Restrictive Controls

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

4.0 MUTUAL COMPENSATION FOR TRANSPORT, TERMINATION, AND TRANSITING

4.1 Introduction

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

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

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

4.2.1.1 Local Traffic, for purposes of compensation 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/101XXX) 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) Transit Traffic..

4.2.1.2 ISP-Bound Traffic, consistent with Article II, Section 2.66 and, Article 4. Sections 4.2.2.5 and 4.2.3, will be compensated at Bill and Keep.

4.2.1.3 IP-Enabled Voice Traffic originated by a End User Customer of one Party in an exchange on that Party's network and terminated to a End User Customer of the other Party on that other Party's

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

4.2.2 Reciprocal compensation applies for transport and termination of Local Traffic terminated by either Party's switch. The Parties agree that the jurisdiction of a call is determined by its originating and terminating (end-to-end) points. When an End User Customer originates a call which terminates to an End User Customer 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, Sprint shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, Sprint shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If Sprint 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.

4.2.3 Notwithstanding any other provision of the Agreement, Local Traffic does not include ISP-Bound Traffic. Sprint 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 User Customers.

4.2.4 When Sprint establishes service in a new area, the Parties' obligation for reciprocal compensation to each other shall commence on the date that live traffic for such service area first passes through the network.

4.2.5 The compensation arrangements set forth in this section are not applicable to (i) Exchange Access traffic, (ii) traffic originated by one Party on a number ported to its network that terminates to another number ported on that same Party's network or (iii) any other type of traffic found to be

exempt from reciprocal compensation by the FCC or the Commission. All Exchange Access traffic and intraLATA Toll Traffic shall continue to be governed by the terms and conditions of applicable federal and state access tariffs. Optional calling plans, where applicable, will be classified as toll traffic.

- 4.2.6 As set forth in Section 4.2.1.3 of this Article, IP-Enabled Voice Traffic shall be assigned to the appropriate jurisdiction for compensation purposes.
- 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 from the other Party shall correct the routing of traffic that is improperly routed. Notwithstanding the above, while neither Party will deliberately block traffic, neither Party is responsible for ensuring the delivery of the other Party's improperly routed traffic.
- 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 User Customers, 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 written notice of the violation prior to such discontinuance or refusal of service.
- 4.3.4 Each Party is solely responsible for the services it provides to its End User Customers 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 the extent technically feasible. Parties agree not to intentionally delete or modify signaling information. 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. and 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 VII- 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 Service 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 Service 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 Service Traffic and/or ISP-Bound Traffic, pursuant to the rates set forth in Article VII-Pricing of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed pursuant subsequent traffic studies (not more frequent than every 12 months) indicate that the traffic has changed to reflect that neither party terminates more than 60% of the others traffic.

4.4.3 Transport and Termination Rate

4.4.3.1 The Transport and Termination rate(s) apply to Local Traffic that is delivered to the other Party for termination. This includes direct-routed Local Traffic that terminates directly to the End Office as well as Local Traffic that has combined Tandem Office Switch, transport and End Office Switch functions.

4.5 Billing for Mutual Compensation

4.5.1 Direct Interconnection

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

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

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

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

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

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

4.5.2 Indirect Interconnection

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

4.5.2.2 To calculate intrastate toll access charges, each Party shall provide to the other, within twenty (20) calendar days after the end of each quarter (commencing with the first full quarter after the effective date of this Agreement), a PLU (Percent Local Usage) factor. Each company should calculate the PLU factor on a LATA basis using their originating IntraLATA minutes of use. The Parties shall provide a separate PLU for each 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 II, Section 7.2.

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

4.6 Transit Traffic

- 4.6.1 All references to 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 Sprint to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, another ILEC, or a wireless carrier) that is connected to Tandem Switches or subtending CenturyTel End Offices. . To the extent that Sprint's owns an Access Tandem Switch, as designated in the LERG, Sprint 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 3.3.1.4 of this Article apply.
- 4.6.4 CenturyTel will accept Transit Traffic originated by Sprint End User Customers 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, ILEC, or wireless carrier that is connected to CenturyTel's End Office and/or Access Tandem Switch to Sprint, 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 as necessary. 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 actions or complaints, including any attorney's fees and expenses, against the second Party concerning the non-payment of charges levied by such third-party Telecommunications Carrier for such traffic. 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 VII (Pricing).

4.6.4.4.2 Transit of IntraLATA Toll Traffic: A per-minute-of-use rate will be charged to the originating Party, , when the originated party is acting as the IXC (i.e. the traffic is delivered from the originated party to the terminating party without delivery to an IXC as an intermediary between the originating and terminating 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 VII (Pricing).

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

4.7 Billing.

4.7.1 Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

4.7.2 Billing Specifications.

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

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

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

5.0 APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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

ARTICLE V: MAINTENANCE

1.0 GENERAL MAINTENANCE & REPAIR REQUIREMENTS

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

2.0 MAINTENANCE & REPAIR PROCEDURES

- 2.1 CenturyTel shall not respond to maintenance and/or repair calls directly from Sprint's End User Customers. Sprint shall initiate any and all maintenance and/or repair calls to CenturyTel.
- 2.2 CenturyTel will provide a single point of contact (SPOC) for all of Sprint'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, Sprint 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 Sprint agrees to follow the process and procedures for reporting and resolving circuit trouble or repairs set forth in the CenturyTel Service Guide. Before contacting CenturyTel's Trouble Maintenance Center (CTMC), Sprint must first conduct trouble isolation to ensure that the trouble does not originate from Sprint's own equipment or network or the equipment of Sprint's customer.
- 2.5 If (a) Sprint reports to CenturyTel a trouble, (b) Sprint 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 Sprint shall pay CenturyTel a charge set forth in Article VII (Pricing) for time associated with said dispatch. In addition, this charge also applies when the customer contact as designated by Sprint is not available at the appointed time. Sprint accepts responsibility for initial trouble isolation and providing CenturyTel with appropriate dispatch information based on its test results. If, as the result of Sprint instructions, CenturyTel is erroneously requested to dispatch to a site on CenturyTel's company premises ("dispatch in"), a charge set forth in Article VII (Pricing) will be assessed per occurrence to Sprint by CenturyTel. If as the result

of Sprint's instructions, CenturyTel is erroneously requested to dispatch to a site outside of CenturyTel's company premises ("dispatch out"), a charge set forth in Article VII (Pricing) will be assessed per occurrence to Sprint by CenturyTel.

3.0 ESCALATION PROCEDURES

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

4.0 EMERGENCY RESTORATION

- 4.1 Sprint may contact CenturyTel in order to discuss activities involving the Central Office and inter-office network that may impact Sprint End User Customers.
 - 4.1.1 CenturyTel will establish an SPOC to provide Sprint 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 Interconnection Facilities and trunks after initial restoration. CenturyTel agrees that Telecommunications Service Priority ("TSP") services for Sprint carry equal priority with CenturyTel TSP services for restoration. CenturyTel will follow the guidelines established under the National Security Emergency Procedures (NSEP) plan and will follow TSP guidelines for restoration of emergency services in as expeditious a manner as possible on a non-discriminatory basis to respond to and recover from emergencies or disasters.

5.0 MISDIRECTED REPAIR CALLS

- 5.1 For misdirected repair calls, the Parties will provide their respective repair bureau contact number(s) to each other on a reciprocal basis and provide the End User Customer the correct contact number.
- 5.2 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End User Customers or to market services.

6.0 PRICING

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

ARTICLE VI: ADDITIONAL SERVICES

1.0 NUMBER PORTABILITY

1.1 Definitions.

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

- 1.1.1 “Coordinated Hot Cut (CHC)” – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order.
- 1.1.2 “Donor Party” – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 1.1.3 “Local Routing Number (LRN)”- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 1.1.4 “Permanent Number Portability” (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.1.5 “Recipient Party” – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 1.1.6 “Ten-Digit Unconditional Trigger Method (TDT)” – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

1.2 Number Portability (NP).

- 1.2.1 Each Party will provide Local Number Portability and obtain End User Customer authorization in accordance with the Act, and applicable FCC rules, regulations and orders.
- 1.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If a Party requests that the other Party port a number, the Parties shall follow the “Local Number Portability Ordering Process” set forth in the CenturyTel Service Guide, which will comply with applicable FCC rules, regulations and orders.

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

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

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 at one time or for complex porting processes. If the Parties agree to 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.

1.2.2.4 If for any reason the Recipient Party does not complete the port within one (1) business day after the Due Date, the Donor Party, upon customer request, may submit a cancellation order to the Recipient party. The Recipient Party will cancel the order within one (1) business day, and the number will be returned to the Donor Party.

1.2.3 Intentionally Left Blank

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

1.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a Sprint in a LATA, CenturyTel will route traffic destined for Sprint’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 un-queried call from Sprint to a telephone number that has been ported to another local services provider, the transit rate and NP dip charge will apply.

1.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS

NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term “Official Communications Service (OCS)” means the internal telephone numbers used by CenturyTel or Sprint.

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 Each party shall become responsible for the End User Customer’s other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the end user’s telephone number in its switch.

1.3 Cut-Over Process for Number Porting Orders

1.3.1 TDT Cut-Overs.

1.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. 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 (CHC)

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

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

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

2.1 Via Tariff or Separate Agreement

To the extent required by the Act, including the requirement that a requesting Telecommunications Carrier be a provider of Telecommunications Services as defined by 47 U.S.C. § 153(46), CenturyTel and Sprint shall each afford to the other access to the poles, ducts, conduits and rights-of-way (ROWs) that it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party’s tariffs and/or standard agreements, or as agreed to by the Parties and in accordance with Applicable Law and regulations. Accordingly, if CenturyTel or Sprint 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

Sprint 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.

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

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

4.0 DIRECTORY LISTINGS & DIRECTORY DISTRIBUTION

Directory listings and directory distribution services for Sprint’s End User Customers will be provided by CenturyTel to Sprint pursuant to the rates, terms and conditions set forth in the Directory Service Agreement (DSA) executed between CenturyTel and Sprint on December 16, 2005 and which will be attached to this Agreement as an exhibit.

4.1 Directory Questionnaire

To the extent requested information is not provided on the CenturyTel website, upon request, CenturyTel will complete and submit a Sprint Trading Partner Profile / Directories Questionnaire.

5.0 AGREEMENT PERFORMANCE REVIEW

Upon request by either Party, the Parties, agree to meet once a month during the Term of this Agreement, at mutually agreed upon day and time, to discuss the performance of the Parties under this Agreement. The requesting Party should provide a proposed agenda in advance of the meeting. At each such monthly session the Parties may discuss: (i) the administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services and ancillary functions provided under this Agreement, including the handling of CSRs, LSRs and any other processes related to porting of numbers; (iii) and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties, may meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties. This meeting is in addition to the normal day-to-day business to business discussions, including those with the respective account teams.

ARTICLE VII: PRICING**I. INTERCONNECTION PRICING****A. Reciprocal Compensation (Transport and Termination)**

Transport and Termination for Local Traffic excluding Local Traffic that is also ISP-Bound Traffic (If invoked pursuant to Article IV, Section 4.4.2)	TBD
Local Traffic that is also ISP-Bound Traffic (pursuant to Article IV, Section 4.2.3)	Bill and Keep
B. Transiting Charges:	\$.005 per minute

C . Initial Factors:

PLU:	100%
Initial CenturyTel Originated Local Traffic Factor:	50%
Initial Shared Facility Factor	50%

D. Entrance/Interconnection Facility:

	Monthly	Non-Recurring
DS1 – Termination	\$161.73	\$303.39
DS3 – Termination	TBD	TBD

II. OTHER PRICING**Non-Recurring Charges (NRCs)****Pre-ordering**

CLEC Account Establishment Per CLEC	\$ 203.50 ¹
EZ View Customer Record Search	\$ 0.00
Manual Customer Record Search (applies to accounts With over 30 lines)	\$ 31.66

¹ Applies only to new CLECs when implementing initial account. Sprint has already implemented an initial account.

“Service Order Charge” for all LSRs**(including Number Portability LSRs)**

Initial Simple LSR	\$12.75
Initial Complex LSR	\$51.50
Subsequent LSR (See application noted below)	\$11.70

Custom Handling:

Service Order Expedite:

All LSRs (In addition to Service Order Charge)	\$12.59
All other Expedite Charges per Access Tariff	Special Access Tariff

Coordinated Hot Cut:

Standard Interval - Per Qtr. Hour	\$30.72
Additional Interval	\$26.97

Time and Material:

Individual Case Basis (ICB)

Application of Other Pricing

Pre-ordering:

“CLEC Account Establishment” is a one-time charge applied the first time that Sprint orders any service.

“Customer Record Search” applies when Sprint requests a summary of the services currently subscribed to by the End User Customer. Charge is dependent on whether Customer Record Search was accessed through EZ View or had to be manually retrieved and provided. All Customer Records for accounts with over 30 lines cannot be accessed through EZ View and must be manually retrieved.

Ordering:

“Initial Service Order” (ISO) applies to every Local Service Request (LSR).

A “Simple” ISO charge applies to every LSR submitted that contains 1 – 9 numbers.

A “Complex” ISO charge applies to every LSR submitted that contains in excess of 10 or more numbers.

“Subsequent Service Order” applies to any modification to an existing LSR, except LNP Orders as noted in Article VI, Section 1.2.4.

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

“Service Order Expedite” applies if Sprint 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 Sprint requests notification and coordination of service cut-over prior to the service becoming effective.

“Hot Coordinated Conversion (1st Hour)” applies if Sprint requests real-time coordination of a service cut-over that takes one hour or less.

“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.

SIGNATURE PAGE

Sprint Communications Company L.P.

CenturyTel of Oregon, Inc.

Signature: _____
Michael W. Logan
Director – Network Access

Signature: _____
Jeffery Glover
Vice President

Date: _____

Date: _____