

Law Office of
Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, Washington 98512
Fax (360) 753-6862

Richard A. Finnigan
(360) 956-7001
rickfinn@localaccess.com

Kathy McCrary, Paralegal
(360) 753-7012
kathym@localaccess.com

April 10, 2009

VIA ELECTRONIC MAIL AND U.S. MAIL

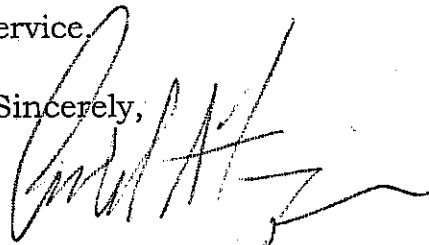
Filing Center
Oregon Public Utility Commission
550 Capitol Street NE, Suite 215
Salem, OR 97301-2551

Re: ARB 864 – Reply to Application for Reconsideration or Rehearing
and/or for Clarification

Dear Sir/Madam:

Enclosed are the Reply to Application for Reconsideration or Rehearing
and/or for Clarification and Certificate of Service.

Sincerely,



RICHARD A. FINNIGAN

RAF/km
Enclosures

cc: ALJ Kirkpatrick (via e-mail)
Service List (via e-mail and U.S. mail)
Clients (via e-mail)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

ARB 864

In the Matter of the Petition by Western
Radio Services Co. Inc. for Arbitration of an
Interconnection Agreement with CenturyTel
of Eastern Oregon, Inc. Pursuant to Section
252(b) of the Telecommunications Act

REPLY TO APPLICATION FOR
RECONSIDERATION OR REHEARING
AND/OR FOR CLARIFICATION

Western Radio Services Company ("Western Radio") has filed what it has labeled as an Application for Reconsideration or Rehearing and/or for Clarification ("Application"). Western Radio states that its Application is filed pursuant to ORS 756.561. This Reply is filed on behalf of CenturyTel of Eastern Oregon, Inc. ("CenturyTel") pursuant to OAR 860-013-0035 and OAR 860-013-0050.

In this Reply, CenturyTel will explain why Western Radio's Application is, at least in part, procedurally deficient since it was not filed in a timely manner and the Commission is foreclosed as a matter of law from hearing the Application.

CenturyTel will also address some of the substance of the Application, although CenturyTel does not intend to provide a point-by-point response to each item set forth in the Application.¹

¹ Pursuant to OAR 860-013-0035, any item that for which there is no reply is deemed to be subject to a general denial.

REPLY TO APPLICATION FOR
RECONSIDERATION OR REHEARING
AND/OR FOR CLARIFICATION - 1

Law Office of
Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, WA 98512
(360) 956-7001

1 1. Background.

2 On or about November 21, 2008, Western Radio filed a Petition for Arbitration with this
3 Commission. CenturyTel filed its Answer to the Petition for Arbitration on December 9, 2008. On
4 December 15, 2008, Western Radio filed a Complaint Regarding CenturyTel and Motion for Injunction
5 (the "Motion"). On December 23, 2008, CenturyTel filed its Response to the Motion for Injunction.
6 There was an initial telephone conference in this proceeding on December 23, 2008, to address the
7 Motion. Subsequently, Western Radio filed a Reply in Support of Complaint and Motion for Injunction.
8 A second telephone conference was held on January 5, 2009.

9
10 During the initial telephone conference, the Administrative Law Judge ("ALJ") expressed
11 concern about whether the Petition for Arbitration filed by Western Radio was sufficient pursuant to
12 OAR 860-016-0030(2) and 47 U.S.C. § 252(b)(2).² Rather than taking the opportunity to amend the
13 Petition for Arbitration to reflect the requirements of statutes and rules, Western Radio asserted that it
14 did not have to submit a new or revised petition.³

15
16 Following the second telephone conference, the question of the sufficiency of Western Radio's
17 Petition for Arbitration was certified to the Commission. By Order dated January 28, 2009 (the "Order
18 No. 09-025"), the Commission found that "Western simply fails to present any issues that we may
19 consider. Contrary to Western's assertion that federal law does not provide for the submission of a new
20 petition for arbitration, we have the authority under 47 U.S.C. § 252(b)(4)(B) to require a petitioner 'to
21 provide such information as may be necessary for the State commission to reach a decision on the
22

23
24 ² Order No. 09-025 at p. 2.

25 ³ Ibid.

1 unresolved issues.”⁴ The Commission indicated that Western Radio could re-submit a petition for
2 arbitration.⁵

3 Western Radio had previously filed a request to investigate whether it is appropriate to terminate
4 CenturyTel’s rural exemption. A pre-hearing conference on that matter was held October 29, 2008. On
5 October 24, 2008, Western Radio filed a Brief Regarding Procedural Issues. On November 6, 2008,
6 CenturyTel filed its own Brief Addressing Preliminary Procedural Issues. The primary point to these
7 Briefs concerns CenturyTel’s rural exemption. In the course of the briefing, CenturyTel affirmed that it
8 would not assert the rural exemption for the proposition that it has no obligation to negotiate in good
9 faith with Western Radio.⁶

11 On January 26, 2009, Western Radio filed a Motion for Clarification and Procedural Schedule
12 requesting that a schedule be established to meet the statutory period for consideration of Western
13 Radio’s Petition for Arbitration, which statutory period Western Radio asserted ended March 16, 2009.

15 On February 3, 2009, the ALJ issued a Ruling (the “Ruling”). The Ruling addresses the various
16 motions and assertions of Western Radio. The Ruling accepted CenturyTel’s position that it will not
17 assert the rural exemption for the proposition that it has no obligation to negotiate in good faith with
18 Western Radio as sufficient resolution of Western Radio’s request for an investigation into the rural
19 exemption held by CenturyTel.⁷ The Ruling found that since the Commission entered Order No. 09-

22 ⁴ Order No. 09-025 at p. 2.
23 ⁵ Order No. 09-025 at p. 3.
24 ⁶ CenturyTel’s Brief Addressing Preliminary Procedural Issues at p. 3.
25 ⁷ The ALJ described CenturyTel’s position as a “waiver.” Ruling at p. 6-7. While agreeing not to assert a right is technically
26 not a waiver, the effect is similar – CenturyTel committed to negotiate in good faith with Western Radio.

1 025, Western Radio's Motion for Injunction and the separate Motion for Clarification and Procedural
2 Schedule were moot.⁸

3 In the Ruling, the ALJ invited Western Radio to file a new Motion for Injunction, if Western
4 Radio thought such a motion was appropriate, when Western Radio files a new Petition for Arbitration.
5 The ALJ recommended that if such a motion is filed, Western Radio address in any such motion the
6 Commission's authority to enforce the terms of an interconnection arrangement that precedes an
7 approved interconnection agreement and the remedies that the Commission can exercise.⁹

8 Further, the ALJ found that although Western Radio "intimates that CenturyTel refuses to
9 negotiate in good faith, Western Radio has not set out facts to support such a claim."¹⁰ The ALJ also
10 encouraged Western Radio to continue to negotiate with CenturyTel.¹¹

11
12 2. The Application Filed by Western Radio was not Filed Timely and Must be Dismissed.

13 As stated by Western Radio, the Application it filed addresses the Commission's "January 28,
14 2009, Order dismissing Petitioner's Petition for Arbitration without Prejudice."¹² The Application was
15 filed at almost midnight on March 30, 2009.¹³ Under ORS 756.561, an application for rehearing or
16 reconsideration must be filed "within sixty days from the date of service of such order." ORS
17 756.561(1). The date of service of Order No. 09-025 is January 28, 2009. Even if the Application is
18
19
20

21 ⁸ Ruling at p. 6.

22 ⁹ Ruling at p. 6. CenturyTel had argued that the Commission lacks the authority to issue the injunction sought by Western
Radio.

23 ¹⁰ Ruling at p. 7.

24 ¹¹ Ruling at p. 7.

25 ¹² Application at p. 1.

26 ¹³ Given the timing of the filing, the Application should be considered as filed on March 31, 2009. However, for this analysis
it does not matter whether it was filed on March 30 or March 31.

1 treated as having been filed on March 30, 2009, that is the sixty-first day following the date of the Order
2 No. 09-025.

3 The time period set forth in ORS 756.561(1) is jurisdictional and the Application must be
4 dismissed. CenturyTel has not been able to find a case directly on point construing the language in ORS
5 756.561(1). However, it is clear that the legislative directive is that the filing for rehearing or
6 reconsideration must be “within sixty days from the date of service” of the Commission’s order. This is
7 the same mandate that petitions for judicial review must meet. Any such petition must be filed “within
8 sixty days only following the date of the order....” ORS 183.482. See, e.g., ETU, Inc. v. Enutl. Quality
9 Comm’n, 343 OR 57, 162 P.3d 248 (2007).

11 The Ruling is predicated on Order No. 09-025. Thus, even though the Application is technically
12 timely as it relates to the Ruling, because the Petition for Arbitration was dismissed by the Order No. 09-
13 025, there is nothing left on which to hinge a reconsideration or rehearing of the Ruling.

14 3. Western Radio’s Application Should be Dismissed for Substantive Reasons.

15 Even if the Commission could consider Western Radio’s Application, it should dismiss the
16 Application. As is explained below, the Commission correctly dismissed the Petition for Arbitration and
17 the ALJ correctly dismissed Western Radio’s motions. The key defect in Western Radio’s Petition for
18 Arbitration is the failure to set out sufficient information so that the Commission could identify and
19 address the substantive issues in the arbitration. The Petition for Arbitration most certainly did not
20 comply with the requirements of OAR 860-016-0030(2)(a) or (b) to clearly identify the issues for
21 arbitration and the parties’ positions on the issues.
22
23
24
25

1 On the dismissal of the Petition for Arbitration by the Commission, Western Radio argues that it
2 requested "the normal process of submitting written testimony and briefing be scheduled. Instead the
3 arbitration was cancelled. This was an error."¹⁴ However, Western Radio took no steps and made no
4 effort to address the Commission's basis for dismissal of the Petition for Arbitration that Western Radio
5 had failed to provide the information necessary for the Commission to reach a decision on unresolved
6 issues pursuant to 47 U.S.C. § 252(b)(4)(B). Nor did Western Radio make any effort to demonstrate
7 how the Petition for Arbitration complies with the Commission's rules under OAR 860-016-0030(2).
8 Western Radio has provided the Commission with no basis for reconsideration or rehearing. Western
9 Radio simply reasserts allegations it has made under the Petition for Arbitration and its prior motions
10 that have been dismissed.
11

12 The Application does not raise anything new. It is a disjointed and confusing discussion of old
13 issues raised by Western Radio that were addressed by Order No. 09-025 and Ruling. To the extent that
14 the Application makes assertions of fact related to its motions, those assertions are not supported by any
15 sort of supporting declaration or affidavit. The unsupported assertions of fact must be ignored.¹⁵
16

17 In Order No. 09-025, when the Commission dismissed Western Radio's Petition for Arbitration,
18 the Commission provided Western Radio with guidance as to what the Commission would need in a
19 new or re-filed Petition for Arbitration. In the ALJ's Ruling, the ALJ also provided guidance to Western
20 Radio as to what should be addressed in any new motion that might accompany a new Petition for
21

22
23 ¹⁴ Application at p. 4.

24 ¹⁵ CenturyTel notes that the string of e-mails attached to Western Radio's Application actually support CenturyTel's position
25 that it was proceeding in good faith, trying to determine what Western Radio was seeking and to address the substantive
26 issues.

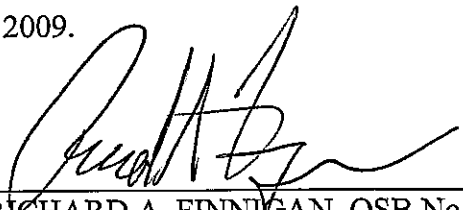
1 Arbitration. Thus, the Commission and the ALJ took extra steps to assist Western Radio in how to
2 address the questions that Western Radio was trying to raise. Rather than following the guideposts laid
3 out by the Commission and the ALJ, Western Radio has filed its late and poorly considered Application.

4 4. CenturyTel Has Stood Ready to Negotiate with Western Radio.

5 The form of interconnection agreement that CenturyTel has offered Western Radio is attached
6 hereto as Exhibit 1. Following the issuance of the Commission's Order No. 09-025, Western Radio has
7 not moved forward to negotiate with CenturyTel.¹⁶ Rather than follow the advice that the Commission
8 gave to Western Radio concerning a re-filed Petition for Arbitration or negotiating with CenturyTel,
9 Western Radio has chosen to do nothing but wait until it was too late and then file its Application.

11 CenturyTel respectfully requests that Western Radio's Application be denied.

12 Respectfully submitted this 10th day of April, 2009.

13
14 
15 RICHARD A. FINNIGAN, OSB No. 965357
16 Attorney for CenturyTel of Eastern Oregon, Inc.

17
18
19
20
21
22
23
24 ¹⁶ See, Declaration of Ms. Jackie Phillips attached as Exhibit 2.

EXHIBIT 1

**251/252 TYPE 1/TYPE 2 AGREEMENT
FOR
TYPE 1 WIRELESS INTERCONNECTION**

FOR INTERCONNECTION

BETWEEN

CENTURYTEL OF EASTERN OREGON, INC.

AND

WESTERN RADIO SERVICES COMPANY

FOR THE STATE OF OREGON

TABLE OF CONTENTS

RECITALS.....	1
ARTICLE I SCOPE AND INTENT OF AGREEMENT.....	I -1
ARTICLE II SERVICES AND FACILITIES.....	II -1
1. Definitions.....	II -1
2. Service and Facility Arrangements.....	II -1
3. Operations and Administrative Matters.	II -1
4. Financial Matters.	II -4
5. Effective Date, Term & Termination.	II -10
ARTICLE III GENERAL PROVISIONS	III -1
1. Regulatory/Legal Matters.	III -1
2. Liability & Indemnification.	III -2
3. Dispute Resolution.....	III -8
4. Confidential Information.....	III -10
5. Miscellaneous.	III -12
ARTICLE IV INTERCONNECTION AND TRANSPORT & TERMINATION OF TRAFFIC.....	IV-1
1. General.	IV-1
2. Service Arrangements Provided Under this Article IV.....	IV -1
3. Operations Matters.	IV -6
4. Technical/Regulatory Requirements and Restrictions.	IV-9
5. Financial Matters.	IV-10
6. Network Outages And Other Troubles.	IV-12
7. 911, E911, 0 minus, Emergency Calls.	IV-13
ARTICLE V SIGNATURE PAGE	V -1
APPENDIX A DEFINITIONS.....	A -1
APPENDIX B RATES AND CHARGES FOR TRANSPORT & TERMINATION OF TRAFFIC ...	B-1
APPENDIX C RATES AND CHARGES	C-1
APPENDIX D SERVICE LOCATIONS FOR INTERCONNECTION.....	D-1
APPENDIX E FOR AUTHORIZED THIRD-PARTY PROVIDERS	E-1

251/252 TYPE 1/TYPE 2 AGREEMENT

This 251/252 Two-Way Wireless Type 1/Type 2 Interconnection Agreement (the "Agreement") is effective upon execution ("Effective Date"), subject to Oregon Public Utility Commission approval of the executed Agreement. The Agreement is by and between CenturyTel of Eastern Oregon, Inc. ("CENTURYTEL"), with its address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 and Western Radio Services Company ("WESTERN RADIO"), a Commercial Mobile Radio Service ("CMRS") provider which operates pursuant to licenses issued by the Federal Communications Commission ("FCC"), with its address for this Agreement at 114 N. E. Penn Avenue, Bend, OR 97701 (CENTURYTEL and WESTERN RADIO being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers Interconnection services in the State of Oregon only (the "State").

RECITALS

Whereas, WESTERN RADIO is authorized by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS"); and

Whereas, CENTURYTEL holds a certificate of authority to provide local exchange telecommunications services; and

Whereas, interconnection between the Parties is necessary and desirable for the mutual exchange and termination of traffic originating on each local provider's network; 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, the Parties agree that the scope of this Agreement for the interconnection of their respective telecommunications networks is a Type 1 Wireless interconnection; and

Whereas, the Parties completed good faith negotiations that led to the services and facilities arrangements, including all legitimately related terms and conditions, described herein.

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 WESTERN RADIO hereby covenant and agree as follows.

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

This Agreement establishes the methodology for the exchange of and compensation for Traffic originated on the network of WESTERN RADIO, transited via the network of a third party LEC and terminated on the network of CENTURYTEL, or delivered directly to, and terminated by CENTURYTEL, or originated on the network of CENTURYTEL, transited via the network of a third party LEC and terminated on the network of WESTERN RADIO, or delivered directly to, and terminated by WESTERN RADIO.

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State as needed to meet the requirements of this Agreement. This Agreement reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Oregon Public Utility Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

**ARTICLE II
SERVICES AND FACILITIES**

1. Definitions.

Except as otherwise specified herein, the definitions set forth in the Definitions that is attached hereto as Appendix A shall apply to this Agreement. Additional definitions that are specific to the matters covered in a particular provision may appear in that provision. To the extent that there may be any conflict between a definition set forth in Appendix A and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision and the Article or Appendix in which such provision shall be included. A term defined in the singular conveys the same meaning when used in the plural.

2. Service and Facility Arrangements.

CENTURYTEL shall provide to WESTERN RADIO the services and/or facilities pursuant to all terms and conditions set forth in this Agreement. The terms and conditions in the Agreement shall govern the provision of the designated services and/or facilities by CENTURYTEL to WESTERN RADIO.

3. Operations and Administrative Matters.

3.1 CLEC Profile

WESTERN RADIO shall not place any orders under this Agreement until it has completed and submitted to CenturyTel a "CLEC Profile," in a form provided by CenturyTel and, if required by CenturyTel, paid a deposit for assurance of payment pursuant to Section 9. Among other things required to be listed on the CLEC Profile, WESTERN RADIO 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. WESTERN RADIO 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.

3.2 CENTURYTEL Operating Practices and Procedures.

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

3.2.2 All changes to standard practices will be posted on the CenturyTel Website prior to implementation, with email notification of such postings. Email notifications directing WESTERN RADIO 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 WESTERN RADIO to provide clarification of the scope of the change and timeline for implementation.

3.3 Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and general information as required to comply

with this agreement and/or law enforcement and other security agencies of the government.

3.4 Capacity Planning and Forecasting.

Within ninety (90) calendar days from the Effective Date, the Parties agree to develop joint planning and forecasting responsibilities, which are applicable to the service and facilities. Such planning and forecasting shall be subject to any obligations of confidentiality between the Parties and shall be used solely for planning and forecasting between them. The failure of WESTERN RADIO to perform its obligations as specified in this Section 3.4 may affect CENTURYTEL's ability to meet WESTERN RADIO's need for service and facilities. Such responsibilities shall include, but not be limited to, the following:

- 3.4.1 WESTERN RADIO and CENTURYTEL will periodically review network and technology plans and will notify each other no later than ninety (90) days in advance of changes that would impact the other Party's provision of services.
- 3.4.2 WESTERN RADIO will furnish to CENTURYTEL information that provides for statewide annual forecasts listed by wire center of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 3.4.3 WESTERN RADIO will develop forecasting for traffic utilization over trunk groups and forecasted trunk quantities as set forth in the Agreement.
- 3.4.4 WESTERN RADIO shall notify CENTURYTEL promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.

The Parties' compliance with the requirements of this Section shall not constitute a waiver of any rights or obligations either Party may have under Applicable Law relative to the offering and provisioning of services and facilities.

3.5 Ordering and Electronic Interface.

A web-based interface is currently being used for WESTERN RADIO to order non-access services. Unless otherwise provided in the Articles of this Agreement, WESTERN RADIO 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 CMRS Service Group personnel. If CenturyTel has not yet developed and/or deployed an electronic capability for WESTERN RADIO to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by CenturyTel, WESTERN RADIO 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 CMRSs for non-access services, then the Parties agree that, to the extent practicable, the enhanced electronic interface will be used by WESTERN RADIO for ordering services and any manual, facsimile or email interface will be discontinued.

The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of the CLEC Profile required by Section 3.1, the submission of applicable forecasts, the completion of joint planning meetings, and the creation of

billing codes for WESTERN RADIO; or (b) sixty (60) Calendar Days after the Effective Date of this Agreement; unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

Standard provisioning intervals will apply to a maximum number of fifty (50) WESTERN RADIO orders (LSR, DSR, Porting) per day. WESTERN RADIO understands that orders exceeding 50 per day may be subject to project management and will be worked on a best effort basis.

3.6 Law Enforcement Interface.

3.6.1 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.

3.6.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 3.6.3.1, CenturyTel agrees to work jointly with WESTERN RADIO in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. WESTERN RADIO shall be responsible for and shall be billed for any charges associated with providing such services for WESTERN RADIO's End User Customers.

3.6.3 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.

3.6.3.1 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.

3.7 Standard Practices.

The Parties acknowledge that CENTURYTEL has already implemented, and shall be establishing or adopting, industry standard practices and/or its own standard practices, that are not otherwise specified in this Agreement, to implement the various requirements of its obligations hereunder. Such standard practices are defined as practices that are generally applicable to the CMRS industry as a whole and are not specific to WESTERN RADIO. Such practices will be administered on a nondiscriminatory basis.

4. Financial Matters.

4.1 Assurance of Payment

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

- 4.1.1 When a Deposit/Assurance of Payment Is Required. Such deposit or assurance of payment of charges may be requested by CenturyTel if WESTERN RADIO (a) in CenturyTel's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with CenturyTel, (b) in CenturyTel's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (c) fails to timely pay a bill rendered to WESTERN RADIO by CenturyTel, or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding.
- 4.1.2 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 WESTERN RADIO (including, but not limited to, both recurring and non-recurring charges) using WESTERN RADIO's forecast of interconnection facilities and any other facilities or services to be ordered from CenturyTel, or (2) \$5,000. If WESTERN RADIO does not provide a forecast of its facility or service demand under this Agreement, WESTERN RADIO shall provide, upon CenturyTel's request, a deposit or assurance of payment of charges in an amount of \$5000.
- 4.1.3 Modifying the Amount of Deposit/Assurance of Payment. CenturyTel reserves the right, in its sole discretion, to modify the amount of the deposit or assurance of payment required of WESTERN RADIO if WESTERN RADIO is repeatedly delinquent in making its payments, or WESTERN RADIO is being reconnected after a disconnection of service or discontinuance of the processing of orders by CenturyTel due to WESTERN RADIO's previous non-payment, or when conditions otherwise justify such action based on actual billing history and/or the credit rating of WESTERN RADIO. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the bill due date, three (3) or more times during a twelve (12) month period. CenturyTel also may require an additional amount of deposit or assurance of payment at any time after the submission of the original deposit or assurance of payment if WESTERN RADIO's average monthly billing exceeds the estimated two-months billing based on WESTERN RADIO's forecasts referenced in Section 4.1.2 above or if WESTERN RADIO has failed to make timely payments in accordance with Section 4.4.2.
- 4.1.4 Form of Deposit/Assurance of Payment. Unless otherwise agreed by the Parties, the deposit or assurance of payment shall, at CenturyTel's option, consist of (a) a cash security deposit in U.S. dollars held by CenturyTel, or (b) an unconditional, irrevocable standby letter of credit naming CenturyTel as the beneficiary thereof

and otherwise in form and substance satisfactory to CenturyTel from a financial institution acceptable to CenturyTel.

4.1.5 Intentionally left blank.

4.1.6 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.

4.1.7 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 WESTERN RADIO in respect of any amounts to be paid by WESTERN RADIO hereunder that are not paid within thirty (30) calendar days of the date that payment of such amounts is required by this Agreement.

4.1.8 WESTERN RADIO's Replenishment of Deposit/Assurance of Payment. If CenturyTel draws on the letter of credit or cash deposit, upon request by CenturyTel, WESTERN RADIO shall provide a replacement or supplemental letter of credit or cash deposit conforming to the requirements of Section 4.1.2.

4.1.9 Effect on Other Obligations. Notwithstanding anything else set forth in this Agreement, if CenturyTel makes a request for a deposit or assurance of payment in accordance with the terms of this Section 4.1, then CenturyTel shall have no obligation thereafter to perform under this Agreement until such time as WESTERN RADIO has provided CenturyTel with such deposit or assurance of payment. The fact that a deposit or a letter of credit is requested by CenturyTel hereunder shall in no way relieve WESTERN RADIO 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.

4.2 Rates.

4.2.1 Rate Lists. Except as otherwise provided herein, the rate and charge list for a given facility or service ordered hereunder shall be set forth as an Appendix to the Agreement.

4.2.2 Rate Changes. The rates and charges set forth in the applicable Appendices to this Agreement are permanent, except as otherwise expressly provided in this Agreement or to the extent that the Commission adopts CENTURYTEL specific rates in a cost proceeding or arbitration, or an Appellate court or any other court or regulatory body of competent jurisdiction overturns, invalidates, stays, vacates or otherwise modifies the methodology from which such rates and charges were derived. In the event the Commission adopts a new rate or an Appellate court or any other Court or regulatory body of competent jurisdiction overturns, invalidates, stays, vacates or otherwise modifies such methodology, such decision, order or ruling shall only apply prospectively from the effective date of such decision, order or ruling unless the ruling expressly requires a retroactive application. The Parties further agree that they, in good faith, shall negotiate replacement rates and charges ("new rates") within ninety (90) calendar days of the date upon which such decision, order or ruling is issued and shall implement the new rates prospectively from the effective date of such decision, order or ruling. If the negotiations do not result in an agreement by both Parties relating

to the replacement rates and charges, disputes shall be resolved pursuant to the procedures of Article III, Section 3, Dispute Resolution.

The Parties acknowledge that the provisions of this Section 4.2.2 shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time. Each Party acknowledges that the other Party may seek to enforce the provisions in this Section 4.2.2 before a regulatory body or court of competent jurisdiction.

- 4.2.3 TBD Prices. Numerous provisions in this Agreement refer to pricing principles. If a provision references prices and there are no corresponding prices, such prices shall be considered "To Be Determined" ("TBD"). With respect to all TBD prices, prior to WESTERN RADIO ordering any such TBD item, the Parties shall confer to establish a price. If the Parties are unable to reach agreement on a price for such item, a request for Arbitration may be made according to procedures identified in Dispute Resolution Process.

4.3 Cost Recovery

In performing under this Agreement, each Party may be required to make expenditures or otherwise incur costs that are not otherwise identified for reimbursement under this Agreement. In such event, each Party is entitled to reimbursement from the other Party for all such costs reasonably incurred, provided, however, the other Party shall only be responsible for those costs directly attributable to it. Before incurring any such costs, incurring Party will provide a statement of such costs and the other Party will have an opportunity to review and approve, or disapprove, any such expenditure. For all such costs and expenses, the incurring Party shall receive through non-recurring charges the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to its common costs.

4.4 Billing & Payment/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), WESTERN RADIO and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services provided under this Agreement.

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

- 4.4.2 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.

- 4.4.3 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.
- 4.4.4 Disputed Amounts. If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give written notice to the billing Party of the amounts it disputes ("Disputed Amounts") and shall include in such notice the specific details and reasons for disputing each item. Such written notice shall be submitted in accordance with the guidelines for submitting billing dispute claims set forth in CenturyTel's CMRS Service Guide. Disputed billing claims shall be submitted no later than the Bill Due Date. Failure by the billed Party to file any such claim before the Bill Due Date means that the total charges billed are due and payable to the billing Party on the due date. The billed Party may not withhold payment of amounts past the due date pending a later filing of a dispute, but must pay all amounts due for which it has not provided a written notice of dispute on or prior to the Bill Due Date. If the billed Party disputes charges after the Bill Due Date and has not paid such charges, such charges shall be subject to late payment charges. Both WESTERN RADIO 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.
- 4.4.4.1 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.
- 4.4.5 Effect of Non-Payment.
- 4.4.5.1 If the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may discontinue processing orders for relevant or like services provided under this Agreement on or after the tenth (10th) calendar day following the Bill Due Date. The billing Party will notify the other Party in writing, via email or certified mail, at least five (5) Calendar Days prior to discontinuing the processing of orders for the relevant services. . If the billing Party does not refuse to accept additional orders for service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from refusing to accept any or all additional orders for service(s) from the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For order processing to resume, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of

payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

4.4.5.2 Notwithstanding 4.4.5.1 above, if the billed Party does not remit payment of all undisputed charges on a bill by the Bill Due Date, the billing Party may at its option disconnect any and all relevant or related services provided under this Agreement following written notification to the billed Party at least seven (7) Business Days prior to disconnection of the unpaid service(s). Such notification may be included in a notification to refuse to accept additional orders so long as the appropriate dates for each consequence are listed therein. If the billed Party subsequently pays all of such undisputed charges and desires to reconnect any such disconnected services, the billed Party shall pay the applicable charge set forth in this Agreement or in the applicable Tariff for reconnecting each service disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due and payable. If the billing Party does not disconnect the billed Party's service(s) on the date specified in such notice, and the billed Party's non-compliance continues, nothing contained herein shall preclude the billing Party from disconnecting all service(s) of the non-complying Party without further notice or from billing and collecting the appropriate charges from the billed Party. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the billing Party may require a deposit or assurance of payment (or additional deposit or assurance of payment) from the billed Party, pursuant to Section 6. In addition to other remedies that may be available at law or equity, the billing Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

4.4.5.3 Notwithstanding 4.4.5.1 and 4.4.5.2 above, if the billing Party is forced to undertake collection efforts for undisputed, defaulted or post-termination amounts outstanding, the billed Party is liable for reimbursement to the billing Party any and all costs associated with the collection of such a debt including but not limited to collection agency fees and legal fees.

4.4.6 Information Requirements/Audits. 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"), CRICKET and VALOR agree to exchange all information to accurately, reliably, and properly order and bill for services rendered under this Agreement. Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Audits of trunking requirements under Article IV, Section 2.4.2, and associated billing adjustments may occur as frequently as either Party determines is appropriate. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; not to

exceed two (2) weeks and shall not cover more than a one (1) year period from the date the audit was requested; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules. If more than two (2) weeks is needed to complete said audit, the Parties will mutually agree on any future dates and the duration of the additional time in which to complete the audit

4.5 Taxes.

- 4.5.1 With respect to any purchase of service under this Agreement, if any federal, state or local government tax, fee, surcharge, or other tax-like charge excluding any tax levied on property or income (a "Tax") is required or permitted by applicable law, ordinance or tariff to be collected from the billed Party by the billing Party, then: (i) the billing Party will bill, as a separately stated item, the billed Party for such Tax; (ii) pursuant to Section 4.4, the billed Party will remit such Tax to the billing Party; and (iii) the billing Party will remit such collected Tax to the applicable governmental authority as required by law.
- 4.5.2 If the billing Party does not collect a Tax because the billed Party asserts that it is not responsible for the Tax, or is otherwise excepted from the obligation which is later determined by formal action to be wrong, then, as between the billing Party and the billed Party, the billed Party will be liable for such uncollected Tax and any interest due and/or penalty assessed on the uncollected Tax by the applicable taxing authority or governmental entity.
- 4.5.3 If a taxing authority or other governmental entity audits either Party, the other Party agrees to reasonably cooperate with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.
- 4.5.4 If applicable law does exclude or exempt a purchase of services under this Agreement from a Tax, and if such applicable law also provides an exemption procedure, such as an exemption certificate requirement, then, if the billed Party complies with such procedure, the billing Party, subject to Section 4.5.2, will not bill or collect such Tax during the effective period of the exemption. Such exemption will be effective upon receipt by the billing Party's Wholesale Services Department of the exemption certificate or affidavit in accordance with Section 4.5.7.
- 4.5.5 If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, surcharge or fee and said law also provides an exemption procedure, then the billing Party will not bill or collect such tax only if the billed Party: (i) furnishes the billing Party with a completed copy of the taxing authority's exemption certificate specifically for the billed Party for the services to be purchased; and/or (ii) supplies the billing Party with an indemnification agreement, acceptable to the billing Party, which indemnifies the billing Party for all costs that it may incur if a taxing authority disallows the claimed exemption, including, but not limited to, all taxes, fines, penalties, interest and attorneys' fees, and holds the billing Party harmless on an after-tax basis with respect to forbearing to collect such Tax. The billing Party will bill the billed Party for all taxes that do not have a valid taxing authority exemption certificate on file. The following are the tax exempt options available:

- 4.5.5.1 **OPTION 1.** Exempts State, County and City Sales tax, 911 Fees, Municipal Franchise Fees, State Universal Service Fund (USF), and

State Infrastructure, but does not allow for Federal Excise taxes to be exempted. No other exemptions are allowed.

4.5.5.2 OPTION 2. Exempts Federal Excise Taxes. It does not exempt State, County or City Sales tax, 911 Fees, Municipal Franchise Fees, State USF, or State Infrastructure. No other exemptions are allowed.

4.5.5.3 OPTION 3. Exempts Federal Excise Taxes, State, County and City Sales tax, 911 Fees, Municipal Franchise Fees, State USF, and State Infrastructure. No other exemptions are allowed.

4.5.5.4 OPTION 4. Allows for no exemptions of Federal Excise Taxes, State, County or City Sales tax, 911 Fees, Municipal Franchise Fees, State USF, or State Infrastructure or exemption of any other fees and surcharges.

4.5.6 With respect to any Tax or Tax controversy covered by this Section 4.5, the billed Party will be entitled to contest, pursuant to applicable law, and at its own expense, any Tax that it is ultimately obligated to pay. The billed Party will be entitled to the benefit of any refund or recovery resulting from such a contest.

4.5.7 All exemption certificates or other communications required or permitted to be given by the billed Party to the billing Party under this Section 4.5, must be made in writing, must be issued to the billing Party legal entity per this Agreement, must be complete and must be delivered to the billing Party's Wholesale Services Department. The address and fax number can be found in Article III, Section 5.12 of this Agreement.

5. EFFECTIVE DATE, TERM & TERMINATION

- 5.1 Effective Date. This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new WESTERN RADIO account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. The "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.
- 5.2 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.
- 5.3 Notice of Termination. Either WESTERN RADIO 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 WESTERN RADIO or CenturyTel may terminate this Agreement effective upon the expiration of the Initial Term by providing a written Notice of Termination at least thirty (30) calendar days in advance of termination.
- 5.4 Effect on Termination of Negotiating Successor Agreement. If either WESTERN RADIO or CenturyTel provides notice of termination pursuant to Section 5.3 and, on or before the noticed date of termination, either WESTERN RADIO or CenturyTel has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between WESTERN RADIO and CenturyTel; or, (b) the date 180 calendar days after the date of

termination identified in the Notice of Termination. The foregoing shall not apply to the extent that this Agreement is otherwise cancelled or terminated in accordance with Section 5.6 (Termination Upon Default) or Section 5.7 (Termination Upon Sale).

5.5 Termination and Post-Termination Continuation of Services. If either WESTERN RADIO or CenturyTel provides notice of termination pursuant to Section 5.3 and, by 11:59 p.m. Central Time on the proposed date of termination, neither WESTERN RADIO 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. WESTERN RADIO 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 WESTERN RADIO. If WESTERN RADIO 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 WESTERN RADIO under Section 252(i).

5.6 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 WESTERN RADIO of its Default, CenturyTel shall not be required to process new service orders until the Default is timely cured.

"Default" is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) The revocation by the Commission of a Party's Certificate of Operating Authority, or
- (c) A Party's violation of any material term or condition of the Agreement; or
- (d) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including but not limited to its refusal or failure to pay undisputed charges (pursuant to Section 4.4) within thirty (30) calendar days after the bill date.

5.7 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

5.8 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.

5.9 Predecessor Agreements.

- 5.9.1 Except as stated in Section 5.9.2 or as otherwise agreed in writing by the Parties:
- 5.9.1.1 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
 - 5.9.1.2 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.
- 5.9.2 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.
- 5.9.3 If either Party elects to cancel the commitment pursuant to the proviso in Section 5.9.2, 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.

ARTICLE III GENERAL PROVISIONS

1. Regulatory/Legal Matters.

1.1 Regulatory Approvals.

This Agreement will be submitted to the Commission for approval. Any changes to this Agreement required by a final and unappealable order or ruling of the Commission in order to receive approval shall be made pursuant to Section 1.2 of this Article III. Each Party shall be responsible for obtaining and keeping in effect its FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

1.2 Applicable Law/Changes in Law.

To the extent that Congress, the Federal Communications Commission, a state commission, or a court of competent jurisdiction changes the law that existed when this Agreement was negotiated/arbitrated, the Parties to this Agreement have a right to seek amendment of this Agreement as a matter of right. This is true to the extent that the law, rules or regulations or any other provisions in effect at the time of negotiation are vacated, dismissed, stayed, changed or modified. A change in the law, rules or regulations or any other provision in effect at the time of negotiations that is vacated, dismissed, stayed, changed or modified shall not be deemed effective if it is stayed by the appropriate Federal authority, and any obligation to negotiate pursuant to paragraph 1.2.1 shall be suspended during the period that a court ordered stay is in effect. In the event of a change in law:

1.2.1 Either party may submit a request to renegotiate a provision in this agreement that is inconsistent with the material change in law. To make such a request, the requesting party must submit a proposed written amendment to this agreement. The party to whom the proposed change is submitted must respond to the request within thirty (30) days.

1.2.2 Where the Parties fail to agree upon such an amendment, the dispute shall be resolved in accordance with the dispute resolution provisions of this agreement.

1.2.3 Irrespective of whether the Parties agree to an amendment or an amendment is mandated by dispute resolution, the amendment shall be retroactive to the date of the written request for an amendment due to the material change in law.

1.2.4 During the pendency of any negotiation for an amendment pursuant to this Section, the Parties shall continue to perform their obligations in accordance with the previously negotiated terms and conditions of this agreement.

1.3 Severability/Unenforceable Terms.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the reasonable opinion of either Party, in a material change to this Agreement. If a material change occurs as a result of action by a court or regulatory agency of competent jurisdiction, the Parties shall negotiate in good faith for replacement language. If the Parties cannot agree upon replacement language, the Parties agree to arbitrate their disputes or seek other dispute resolution remedies available under Article III, Section 3, or applicable state or federal law.

1.4 Reservation of Rights.

The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including, without limitation, matters related to CENTURYTEL's and WESTERN RADIO's cost recovery set forth in this Agreement. Moreover, except with respect to the enforcement of the terms of this Agreement, neither Party waives any right with respect to any position it may take in the future with respect to the establishment of rates, terms and conditions related to the subject matter of this Agreement which may become effective subsequent to the termination of this Agreement. CENTURYTEL and WESTERN RADIO further agree that the terms and conditions of this Agreement reflect certain requirements of the FCC Orders, and thus, except as provided herein, shall be subject to any and all actions by any court or other governmental authority that invalidate, stay, vacate or otherwise modify any such FCC Orders. Each Party acknowledges that the other Party may seek to enforce such action before a commission or court of competent jurisdiction. This Section 1.4 shall survive the termination, expiration, modification or rescission of this Agreement without limit as to time, regardless of the date of said action.

2. Liability and Indemnification

- 2.1 Indemnification Against Third-Party Claims. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party") and the other Party's Subsidiaries, predecessors, successors, Affiliates, and assigns, and all current and former officers, directors, members, shareholders, agents, contractors and employees of all such persons and entities (collectively, with Indemnified Party, the "Indemnitee Group"), from any and all Claims. "Claim" means any action, cause of action, suit, proceeding, claim, or demand of any third party (and all resulting judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable costs and attorneys' fees)), (a) based on allegations that, if true, would establish (i) the Indemnifying Party's breach of this Agreement; (ii) the Indemnifying Party's misrepresentation, fraud or other misconduct; (iii) the Indemnifying Party's negligence; (iv) infringement by the Indemnifying Party or by any Indemnifying Party product or service of any patent, copyright, trademark, service mark, trade name, right of publicity or privacy, trade secret, or any other proprietary right of any third party; (v) the Indemnifying Party's liability in relation to any material that is defamatory or wrongfully discloses private or personal matters; or (vi) the Indemnifying Party's wrongful use or unauthorized disclosure of data; or (b) that arises out of (i) any act or omission of the Indemnifying Party or its subcontractors or agents relating to the Indemnifying Party's performance or obligations under this Agreement; (ii) any act or omission of the Indemnifying Party's customer(s) or End User(s); (iii) the bodily injury or death of any person, or the loss or disappearance of or damage to the tangible property of any person, relating to the Indemnifying Party's performance or obligations under this Agreement; (iv) the Indemnifying Party's design, testing, manufacturing, marketing, promotion, advertisement, distribution, lease or sale of services and/or products to its customers, or such customers' use, possession, or operation of those services and/or products; or (v) personal injury to or any unemployment compensation claim by one or more of the Indemnifying Party's employees, notwithstanding any protections the Indemnifying Party might otherwise have under applicable workers' compensation or unemployment insurance law, which protections the Indemnifying Party waives, as to the Indemnified Party and other persons and entities to be indemnified under this Section 2.1 (other than applicable employee claimant(s)), for purposes of this Section 2.1. "Reasonable costs and attorneys' fees," as used in this Section 2.1, includes without limitation fees and costs incurred to interpret or enforce this Section 2.1. The Indemnified Party will provide the Indemnifying Party with reasonably prompt written

notice of any Claim. At the Indemnifying Party's expense, the Indemnified Party will provide reasonable cooperation to the Indemnifying Party in connection with the defense or settlement of any Claim. The Indemnified Party may, at its expense, employ separate counsel to monitor and participate in the defense of any Claim.

Notwithstanding anything to the contrary in this Section 2.1, a Party may not seek indemnification with respect to any Claim by that Party's customer(s) or End User(s), but rather shall be the Indemnifying Party with respect to all Claims by its customer(s) and End User(s).

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

2.2 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.

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

2.3.1 Except as provided in Section 2.3.3, each Party's liability to the other, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses the other Party may recover, including those under Section 5.3.1, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for which the claim of liability arose. Except as provided in Section 2.3.3, each Party's liability to the other during any Contract Year resulting from any and all causes will not exceed the total of any amounts charged to WESTERN RADIO by CenturyTel under this Agreement during the Contract

Year in which such cause accrues or arises. For purposes of this Section 2.3.1, the first Contract Year commences on the first day this Agreement becomes effective, and each subsequent Contract Year commences on the day following the anniversary of that date.

- 2.3.2 EXCEPT AS PROVIDED IN SECTION 2.3.3, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT.

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

- 2.3.3 Section 2.3.1 and Section 2.3.2 do not apply to the following:

- 2.3.3.1 Indemnification under Section 2.1;
- 2.3.3.2 Breach of any obligation of confidentiality referenced in this Agreement;
- 2.3.3.3 Violation of security procedures;
- 2.3.3.4 Any breach by WESTERN RADIO of any provision relating to WESTERN RADIO's access to or use of Operations Support Systems;
- 2.3.3.5 Failure to properly safeguard, or any misuse of, customer data;
- 2.3.3.6 Statutory damages;
- 2.3.3.7 Liability for intentional or willful misconduct;
- 2.3.3.8 Liability arising under any applicable CenturyTel Tariff;
- 2.3.3.9 Liability arising under any indemnification provision contained in this Agreement or any separate agreement or tariff related to provisioning of 911/E911 services;
- 2.3.3.10 Each Party's obligations under Section 2.4.4 of this Article III;
- 2.3.3.11 Section 2.4.2 and/or Section 2.4.3 of this Article III;
- 2.3.3.12 Section 4.5 of Article II, and/or
- 2.3.3.13 Liability arising under any indemnification provision contained in a separate agreement or tariff related to provisioning of Directory Listing or Directory Assistance Services.

2.4 Liability of CenturyTel.

In addition to the general limitation of liability in this Section 2, the following shall also limit CenturyTel's liability under this Agreement.

- 2.4.1 Inapplicability of Tariff Liability. CenturyTel's general liability, as described in its local exchange or other Tariffs, does not extend to WESTERN RADIO, WESTERN RADIO's End User Customer(s), suppliers, agents, employees, or any other third parties. Liability of CenturyTel to WESTERN RADIO resulting from any and all causes arising out of services, facilities, or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyTel. CenturyTel shall not be liable for any loss, claims, liability or damages asserted by WESTERN RADIO, WESTERN RADIO's End User Customer(s), suppliers, agents, employees, or any other third parties where WESTERN RADIO combines or commingles such components with those components provided by CenturyTel to WESTERN RADIO.
- 2.4.2 WESTERN RADIO Tariffs or Contracts. WESTERN RADIO shall, in its Tariffs or other contracts for services provided to its End User Customers using products, services, facilities or obtained from CenturyTel, provide that in no case shall CenturyTel be liable for any indirect, incidental, reliance, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by WESTERN RADIO, WESTERN RADIO's End User Customer(s), suppliers, agents, employees, or any other third parties of the possibility of such damages, and WESTERN RADIO shall indemnify, defend and hold harmless CenturyTel and CenturyTel's Indemnitee Group from any and all claims, demands, causes of action and liabilities by or to, and based on any reason whatsoever, WESTERN RADIO, WESTERN RADIO's End User Customer(s), suppliers, agents, employees, or any other third parties. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship between CenturyTel and any of WESTERN RADIO's End User Customers, suppliers, agents, employees, or any other third parties.
- 2.4.3 No Liability for Errors. CenturyTel is not liable for mistakes in CenturyTel's signaling networks (including but not limited to signaling links and Signaling Transfer Points (STPs) and call-related databases (including but not limited to the Line Information Database (LIDB), Toll Free Calling database, Local Number Portability database, Advanced Intelligent Network databases, Calling Name database (CNAM), 911/E911 databases, and OS/DA databases). WESTERN RADIO shall indemnify, defend and hold harmless CenturyTel and CenturyTel's Indemnitee Group from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorneys' fees incurred on account thereof, by or to WESTERN RADIO's End User Customer(s), suppliers, agents, employees, or any other third parties based on any reason whatsoever. For purposes of this Section 2.4.3, mistakes shall not include matters arising exclusively out of the willful misconduct of CenturyTel or its employees or agents.
- 2.4.4 Intellectual Property Exception. Except to the extent required by the FCC and/or Commission, 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.

2.5 Environmental Responsibility. The provisions of this Section 2.5 shall apply if WESTERN RADIO locates any of its facilities within CENTURYTEL's premises.

2.5.1 General Requirements. Neither Party shall be liable to the other Party for any costs whatsoever resulting from the presence of release of any environmental hazard that either Party did not introduce to the affected work location. Each Party shall defend and hold harmless the other, its officers, directors, employees, servants, agents, affiliates, subsidiaries, and parents from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law. Each Party shall:

- 2.5.1.1 comply with all laws regarding the handling, use, transport, storage, and disposal of, and be responsible for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility of the other Party;
- 2.5.1.2 ensure all activities conducted by it at the Facility of the other Party are in accordance with all applicable federal, state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment;
- 2.5.1.3 cause its invitees, agents, employees, and contractors to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by the other Party when working at a Facility of such other Party;
- 2.5.1.4 ensure that no substantial new safety or environmental hazards shall be created or new hazardous substances shall be used at a Facility of the other Party;
- 2.5.1.5 demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at a Facility of the other Party;
- 2.5.1.6 follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices, when conducting operations in any CENTURYTEL manhole or vault area;
- 2.5.1.7 obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws, including, without limitation, any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a CENTURYTEL manhole or vault area;
- 2.5.1.8 provide reasonable and adequate compensation to the other Party for any additional or increased costs associated with compliance with any federal, state, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or

increased cost is incurred as a result of such other Party's providing the receiving Party with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, re-mediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements; ensure that activities impacting safety or the environment of a Right of Way ("ROW") are harmonized with the specific agreement and the relationship between the other Party and the land owner; and

- 2.5.1.9 ensure that activities impacting safety or the environment of a Right of Way ("ROW") are harmonized with the specific agreement and the relationship between the other Party and the land owner; and
- 2.5.2.0 comply with any limitations associated with a ROW, including limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).

Neither Party shall be responsible for any costs incurred by the other Party in meeting its obligations under this Section.

- 2.5.2 Required Notices. CENTURYTEL and WESTERN RADIO shall provide to each other specific notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the a Facility of the other Party and conditions or circumstances potentially posing a threat of Imminent Danger, including, by way of example only, a defective utility pole or significant petroleum contamination in a manhole. If WESTERN RADIO discovers any contamination at a CENTURYTEL Facility, WESTERN RADIO will immediately notify CENTURYTEL and will consult with CENTURYTEL prior to making any required notification, unless the time required for prior consultation would preclude WESTERN RADIO from complying with an applicable reporting requirement. CENTURYTEL and WESTERN RADIO shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. If fees are associated with such filings, WESTERN RADIO shall be responsible for any costs incurred with filings for such contamination it is responsible for. If CENTURYTEL and WESTERN RADIO are jointly responsible for the contamination, the Parties shall develop a cost sharing procedure for fees related to such filings.
 - 2.5.3 Permits. Each Party shall obtain and use its own permits, approval, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable law.
 - 2.5.4 No Warranty. The Parties acknowledge and agree that: (i) nothing in this Agreement or in any of CENTURYTEL's practices/procedures constitutes a warranty or representation by CENTURYTEL that WESTERN RADIO will achieve compliance with any applicable law; and (ii) such compliance creates no right of action against CENTURYTEL.
- 2.6 Impairment of Service. The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over such other Party's facilities or create hazards to the employees of such other

Party or to the public (each hereinafter referred to as an "Impairment of Service"). If either Party causes Impairment in Service, the other Party shall promptly notify the impairing Party of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. CENTURYTEL and WESTERN RADIO agree to work together to attempt to promptly resolve the Impairment of Service. If the impairing Party is unable to promptly remedy the Impairment of Service, then the other Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

2.7 Fraud. Each Party assumes responsibility for all fraud associated with its Customers and accounts. Neither Party shall bear responsibility for, nor is it required to make adjustments to the other Party's account in cases of fraud.

2.8 Intentionally Left Blank.

2.9 Inapplicability of Tariff Liability. CENTURYTEL's general liability, as described in CENTURYTEL's tariffs, does not extend to WESTERN RADIO's Customers or any other third party. Liability of either Party resulting from any and all causes arising out of services and facilities or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CENTURYTEL. CENTURYTEL shall be liable for the individual services, facilities or elements that it separately provides to WESTERN RADIO and shall not be liable for the integration of components combined by WESTERN RADIO.

2.10 No Liability for Errors. CENTURYTEL is not liable for mistakes caused by WESTERN RADIO that appear in CENTURYTEL's listings and other informational databases, or for incorrect referrals of customers to WESTERN RADIO for any ongoing WESTERN RADIO service, sales or repair inquiries. With respect to such mistakes caused by WESTERN RADIO, WESTERN RADIO shall indemnify and hold CENTURYTEL harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including WESTERN RADIO's Customers or employees. For purposes of this Section 2, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of CENTURYTEL or its employees or agents.

2.11 Unlawful Use of Service. The other Party or its customers shall not use services provided by either Party pursuant to this Agreement for any purpose in violation of law. Each Party shall be responsible to ensure that it and its customers' use of services provided hereunder comply at all times with all applicable laws. Either Party may refuse to furnish service to the other or disconnect particular services provided under this Agreement to the other or, as appropriate, its customer when: (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law; or (ii) either Party is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by it is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to the other Party, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the disconnecting Party the written finding of a court, then upon request of the other Party and the other Party's agreement to pay restoral of service charges and other applicable service charges, the disconnecting Party shall promptly restore such service.

3. Dispute Resolution.

The following provisions apply to dispute resolution under the Agreement, except that the terms of Section 4.4.4 of this Article II apply to the resolution of any billing disputes.

- 3.1 Alternative to Litigation. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for an action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 3.2 Negotiations. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted in a business-to-business fashion. It shall be left to each Party to select its own representative(s) for such negotiations. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.
- 3.3 Arbitration. If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. The arbitration may be submitted to the Commission upon mutual agreement of the Parties. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable.
- (a) A Party may demand arbitration in accordance with the procedures set out in the AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) of the following (none of which may have subparts): interrogatories; demands to produce documents; or requests for admission. Each Party is also entitled to take the oral deposition of up to three (3) individuals of another Party. Unless otherwise mutually agreed by the Parties, the Party of the deponent shall select the time and location for each such deposition. (The Party selecting the time and location of a deposition shall do so with reasonable accommodation of the other Party's schedule and without causing the other Party unduly burdensome travel costs. In any event, it shall be deemed reasonable to select as the location for the deposition the city where the deponent resides and/or works.) Each Party shall bear its own travel expenses incurred to participate in such depositions. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion

within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.

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

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

- 3.4 Expedited Arbitration Procedures. If the issue to be resolved through the negotiations referenced in Section 3.2 is alleged to constitute a Service Affecting dispute, then the period for resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be ten (10) Business Days. Once a Service Affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (*i.e.*, rules 53 through 57).
- 3.5 Costs. Except for 3.3 (b) above, each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.
- 3.6 Continuous Service. Except where the dispute pertains to technical feasibility or a lack of facilities, the Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Section 4.4.4, Article II) in accordance with this Agreement. However, during the pendency of any dispute resolution procedures, CenturyTel reserves the right not to accept new WESTERN RADIO service orders.

4. Confidential Information

- 4.1 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 WESTERN RADIO pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information (CPNI) of WESTERN RADIO End User Customers pursuant to the Act and the rules and regulations of the FCC, as well as

recorded usage information with respect to WESTERN RADIO End User Customers, whether disclosed by WESTERN RADIO to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement, is considered Confidential Information.

4.2 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 4.3 below, if the Party receiving Confidential Information wishes to disclose the disclosing Party's Confidential Information to a third-party, such disclosure must be agreed to in writing by the disclosing Party, and the third-party must have executed a written agreement of nondisclosure and nonuse comparable in scope to the terms of this Section.

4.3 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 Article II, Sections 3.6.3 and 3.6.3.1, 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.

4.4 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.

5. Miscellaneous.

5.1 Binding Effect.

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

5.2 Consent.

Where consent, approval, or mutual agreement is required of a Party, it shall not be conditional, unreasonably withheld, or delayed.

5.3 Expenses.

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

5.3.2 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.

5.4 Force Majeure.

5.4.1 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.

5.4.2 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 5.4. Notwithstanding the provisions of Section 5.4.1 above, in no case shall a Force

Majeure Event excuse either Party from an obligation to pay money as required by this Agreement.

- 5.4.3 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.

5.5 Good Faith Performance.

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

5.6 Governing Law.

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 provided or the facilities reside.

5.7 Headings.

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

5.8 Independent Contractor Relationship.

The persons provided, employed, hired, retained by a Party shall be solely that Party's employees, subcontractors, servants, or agents 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. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

5.9 Multiple Counterparts.

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

5.10 No Third Party Beneficiaries.

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

5.11 WESTERN RADIO Tariffs Or Contracts.

In no case shall CENTURYTEL be liable to WESTERN RADIO's customers or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by WESTERN RADIO of the possibility of such damages, and WESTERN RADIO shall indemnify and hold CENTURYTEL harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third-party relationship with WESTERN RADIO's Customers.

5.12 Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally; or on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile or electronic messaging system, which shall be effective if sent before 3:00 p.m. on that day, or if sent after 3:00 p.m. it will be effective on the next Business Day following the date sent; provided, however, that any such notice shall be confirmed via personal delivery, regular U.S. Mail or certified mail/courier service. Any notice shall be delivered using one of the alternatives mentioned in this Section and shall be directed to the applicable address or Internet ID indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section:

If to CENTURYTEL:

With a copy to:

If to WESTERN RADIO:

WESTERN RADIO

With a copy to:

WESTERN RADIO

A Party may change its notice information by giving written notice to the other Party pursuant to this section.

5.13 Publicity.

Neither Party shall represent orally or in writing to the public or to any third party that it is engaged in any partnership or joint venture or enterprise of any kind with the other Party in any news release, public announcement, advertising, or any form of publicity.

5.14 Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement. All references to Sections, Exhibits, Attachments, Appendices, etc. shall be deemed to be references to Sections, Exhibits, Attachments, Appendices, etc. of this Agreement, as amended or superseded from time to time, unless the context shall otherwise require. CENTURYTEL hereby incorporates by reference those provisions of its tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable tariff or any Schedule, Exhibit or Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific shall prevail over the more general. The fact that a condition, right, obligation, or other terms appears in this Agreement, but not in any

such applicable tariff or any such Schedule, Exhibit or Appendix hereto, shall not alone be interpreted as, or alone be deemed grounds for finding, a conflict.

5.15 Section References

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

5.16 Attachments.

All Attachments, Appendices, Exhibits and Schedules attached hereto are deemed to be an integral part of this Agreement, and all references to the term Agreement herein shall be deemed to include such Attachments, Appendices, Exhibits and Schedules.

5.17 Subcontractors.

Provider may enter into subcontracts with third parties or Affiliates for the performance of any of Provider's duties or obligations under this Agreement.

5.18 Publicity and Use of Trademarks

5.18.1 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.

5.18.2 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 WESTERN RADIO.

5.18.3 Any violation of this Section 5.18 shall be considered a Default of this Agreement under Section 5.6 of Article II.

5.19 Waiver.

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

5.20 Amendments.

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

5.21 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.

5.22 Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing.

5.23 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.

5.24 Authorized Third Parties.

If WESTERN RADIO manages the operations of the system owned by third parties or authorizes third parties to operate under its name and/or license and under this Agreement, traffic traversing such extended networks shall be deemed to be and treated under this Agreement as "WESTERN RADIO telecommunications traffic" when it originates on such extended network and terminates on CENTURYTEL's network, and as "CENTURYTEL telecommunications traffic" when it originates upon CENTURYTEL's network and terminates upon such extended network. Authorized third parties are those listed in Appendix E. WESTERN RADIO may amend Appendix E by sending a letter to the contact person in Section 5.12 of this Article. Traffic by an Authorized Third-Party provider shall be billed to WESTERN RADIO and all such traffic will be included in determining the amount of any deposit required under Article II, Section 4.1.

5.25 Bankruptcy Filing.

If WESTERN RADIO files for bankruptcy, WESTERN RADIO must provide a notice of the bankruptcy filing to CENTURYTEL notice contacts listed in Article III, Section 5.12 within twenty-four (24) hours of the filing of any petition for bankruptcy.

ARTICLE IV
INTERCONNECTION AND TRANSPORT & TERMINATION OF TRAFFIC

1. General.

This Article IV together with Articles I, II and III (the "Agreement"), sets forth the terms and conditions under which CENTURYTEL and WESTERN RADIO will interconnect their networks for the purpose of transmission and mutual exchange of Local and Non-Local Traffic and Exchange Access traffic. The Parties will provide Interconnection at the Trunk Side of a CENTURYTEL End Office Switch or CENTURYTEL Tandem Switch, when applicable. This Article IV governs the provision and compensation of internetwork facilities (i.e., physical Interconnection services and facilities), switched transport and switched termination for Local Traffic. This Article IV also sets forth the terms and conditions under which CENTURYTEL and WESTERN RADIO may provide the Meet-Point Billing ("MPB") of jointly provided Interexchange Carrier ("IXC") access between CENTURYTEL and WESTERN RADIO where the Parties have Interconnection at a CENTURYTEL access tandem office. The Interconnection services and facilities described in this Article IV shall be referred to herein collectively as "Services" and individually as "Service". Appendix D identifies the service locations where CENTURYTEL interconnects with WESTERN RADIO.

2. Service Arrangements Provided Under this Article IV.

2.1 Transport and Termination of Traffic.

The Parties shall reciprocally terminate Local Traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided herein in Section 2.3 or Section 2.5, respectively. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party ILECs, CLECs and CMRS providers pursuant to the compensation arrangement specified in Section 5.5 herein. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

2.2 Tandem Switched Traffic.

CENTURYTEL, when applicable, will provide tandem switching for traffic bound to or originating from the end offices subtending CENTURYTEL's Tandem, as well as for traffic between either Party's Customers and any third party that is interconnected to the CENTURYTEL Tandems.

2.3 Direct Network Interconnection.

2.3.1 WESTERN RADIO may establish Trunk Groups at a CENTURYTEL End Office Switch using a Type 2B interface or, when applicable, at a CENTURYTEL Tandem Switch using a Type 2A interface.

2.3.2 WESTERN RADIO may interconnect with CENTURYTEL using the methods described in Section 2.3.3. For purposes of this Agreement, while no more than one Interconnection Point ("IP") is required in each mandatory local calling area, the IPs must be established on CENTURYTEL's network. If a host switch serves the End Office, the IP for remote End Offices served by the host switch must be located within the exchange area served by the host switch. Based on the configuration, the installation timeline will vary considerably, however, CENTURYTEL and WESTERN RADIO will use best efforts to install network interconnections within one hundred twenty (120) calendar days from the date the Parties mutually agree to the location of the IP, absent extenuating

circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

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

2.3.3.1 A Mid-Span Meet is a network facility interconnection within an existing CENTURYTEL exchange area whereby the Parties mutually agree to jointly plan and engineer their facility interconnection at a designated manhole or junction location, which shall be the IP for both Parties. Each Party is individually responsible for its incurred costs in establishing this arrangement.

2.3.3.2 An IP established at a CENTURYTEL Wire Center.

Under any of the foregoing interconnection methods, the IP shall be the demarcation point for each Party's financial responsibility for provisioning and maintaining interconnecting network facilities (whether such facilities are leased or owned by that Party). One IP (but no more than one IP) is required in each CENTURYTEL Local Calling Area.

2.3.4 WESTERN RADIO is responsible for providing the Internetwork Facilities between its network and the IP where the traffic is to be exchanged. Where the at a CENTURYTEL End Office, the Internetwork Facilities will use dedicated direct trunk facilities. Internetwork Facility charges shall be determined pursuant to Appendix B, Section 1.4.

2.3.5 All WESTERN RADIO facilities necessary to connect the Parties' networks shall be compatible and consistent with industry standards. Title and ownership of all capacity and facilities owned by a Party shall remain with that Party. Neither Party shall do anything to exercise control over, or to represent that it has any rights with respect to, the services, capacity, equipment or facilities owned or provided by the other Party.

2.3.6 CENTURYTEL and WESTERN RADIO will jointly determine the capacity of the Internetwork Facilities, taking into account industry standards, the availability of facilities and equipment and CENTURYTEL's traffic routing plans. Each Party has the right to determine the quantity of facilities needed to originate traffic to the other Party's network and may disconnect such facilities provided such disconnection does not result in call blocking exceeding industry standards.

2.4 Trunking Requirements.

In accordance with Article II, Section 3.4, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to exchange traffic.

2.4.1 Switching Center Trunking. The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center, or its equivalent, designated by either Party, including end offices, tandems where applicable, separate dedicated trunks to 911 routing switches where applicable, and directory assistance/operator service switches where applicable. The Parties will mutually agree where one-way or two-way trunking will be available. All Local Traffic must be routed over the Internetwork Facilities. If, upon mutual agreement, a Party provisions its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks except that CENTURYTEL shall not be required to bear any costs

for either one-way or two-way trunking beyond its local calling area boundary. Each Party is responsible for determining the quantities of facilities based on industry standards related to call blocking.

2.4.2 Traffic Trunking. WESTERN RADIO and CENTURYTEL shall, where applicable, make reciprocally available, by mutual agreement, the required dedicated trunk groups to handle different traffic types. WESTERN RADIO and CENTURYTEL will support the provisioning of dedicated trunk groups that carry separate Local and non-Local Traffic. Separate dedicated trunk groups from WESTERN RADIO are required to originate and terminate Inter-MTA traffic and exchange access traffic used to provide Switched Access Service to IXCs, which traffic shall be subject to CENTURYTEL's Access Tariff. In addition, where CENTURYTEL is the 911/E911 aggregator for the 911 agency, separate trunks to handle 911 calls to the specific 911 agency involved, are required. To the extent WESTERN RADIO desires to have any IXCs originate or terminate switched access traffic to or from WESTERN RADIO, using jointly provided switched access facilities routed through a CENTURYTEL access tandem, it is the responsibility of WESTERN RADIO to arrange for such IXC to issue an Access Service Request ("ASR") to CENTURYTEL to direct CENTURYTEL to route the traffic. The originating party will control how their originated Switched Access Service traffic will be routed to the terminating party (i.e., Direct or via Access Tandem). If CENTURYTEL does not receive an ASR from the IXC, CENTURYTEL will initially route the switched access traffic between the IXC and WESTERN RADIO. If the IXC subsequently indicates that it does not want the traffic routed to or from WESTERN RADIO, CENTURYTEL will not route the traffic. Nothing in this Section would require WESTERN RADIO to use a CENTURYTEL Tandem when directly trunking to IXCs or third parties.

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

2.4.2.2 Each Party shall only deliver traffic over the local Interconnection trunk groups to the other Party's tandem, when applicable, and MTSO for those publicly disclosed NXX Codes served by such MTSO or end offices that directly subtend the tandem or to those other Wireless Service Providers that directly subtend the tandem in accordance with the LERG.

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

2.4.2.4 Audits may be performed at any time to assure compliance with these trunking requirements of this Section, and billings may be adjusted as appropriate based on the audit results. Audits under this provision shall not be subject to the provisions of Article II, Section 4.4.6. If it is discovered that traffic has been routed over an inappropriate trunk with the result that such traffic was not billed the appropriate rate, the audited party shall pay for the reasonable cost of the audit, including consulting and attorneys' fees.

2.5 Indirect Network Interconnection.

The Parties agree that to the extent they exchange traffic through a third party's tandem, compensation arrangements will be established between the Parties in accordance with Section 5.5 below. WESTERN RADIO is responsible for providing the Internetwork Facilities between its network and a third-party tandem to which

CENTURYTEL has a subtending End Office; the rate provisions of Appendix B, Section 1.4 do not apply to these facilities. The IP shall be the existing meet point between CENTURYTEL and the third party tandem operator. The IP shall be the demarcation point for each Party's financial responsibility for these interconnecting network facilities. Unless the parties agree otherwise, a Direct Network Connection and Local POI shall be established upon the occurrence of either of the following:

- 2.5.1 WESTERN RADIO has begun serving end users within a CenturyTel local exchange, or has assigned to any end user numbers that are rated to a rate center that is within the local calling area of a CenturyTel exchange and the resulting Local Traffic that is to be exchanged between the Parties is equal to or greater than a DS-1 trunk equivalency of 200,000 two-way minutes of use for one month.
- 2.5.2 Either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed \$200.00 for one month.

2.6 Number Portability

2.6.1 Definitions.

For purposes of this Section 2.6 governing number portability, the following definitions shall apply:

- 2.6.1.1 "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.
- 2.6.1.2 "Donor Party" – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 2.6.1.3 "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.
- 2.6.1.4 "Permanent Number Portability" (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 2.6.1.5 "Recipient Party" – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 2.6.1.6 "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.

2.6.2 Number Portability (NP).

- 2.6.2.1 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
- 2.6.2.2 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 CenturyTel Service Guide and comply with applicable FCC rules, regulations and orders.

- 2.6.2.2.1 The LSR will have a requested due date that is not less than the standard provisioning intervals of four (4) days.
- 2.6.2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 48 hours from the time a "clean" LSR is received.
- 2.6.2.2.3 For purposes of this Article, the Parties will use a project management approach for the implementation of LSRs for large quantities of ported numbers (in excess of 50 per day) or for complex porting processes. With regard to such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: Due Date, Cutover Intervals and Times, Coordination of Technical Resources, and Completion Notice.
- 2.6.2.3 Local Number Portability (LNP) orders may not be expedited.
- 2.6.2.4 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 charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.
- 2.6.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by WESTERN RADIO in a LATA, CenturyTel will route traffic destined for WESTERN RADIO'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.
- 2.6.2.6 Intentionally Left Blank.
- 2.6.2.7 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 WESTERN RADIO.
- 2.6.2.8 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End User Customer, the ported telephone number will snap-back to the LERG-assigned NXX code holder or the LERG-assigned thousands block holder if pooling is being utilized in the Rate Center.
- 2.6.2.9 Each Party shall become responsible for the End User Customer's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDR), when it ports the end user's telephone number to its switch.
- 2.6.3 Cut-Over Process for Number Porting Orders
- 2.6.3.1 TDT Cut-Overs.
- 2.6.3.1.1 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 Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.

2.6.3.1.2 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.

2.6.3.1.3 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.

2.6.3.2 Coordinated Hot Cuts (CHC).

2.6.3.2.1 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.

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

2.6.3.2.2.1 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 Appendix C.

2.6.3.2.2.2 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.

3. Operations Matters.

3.1 Service Ordering.

WESTERN RADIO initiates orders to establish, add, change or disconnect Trunk Side Interconnection services by sending an ASR to CENTURYTEL. WESTERN RADIO should submit ASRs to CENTURYTEL through one of the methods set forth in the CenturyTel Service Guide. When ordering interconnection services pursuant to this Agreement, WESTERN RADIO must indicate the percentage of interstate use (PIU) to be zero (0) and note on the ASR order form that the services are being ordered per the Interconnection Agreement. The ordering process is on the CENTURYTEL Wholesale Services Website described in Article II, Section 3.5. The ASR and/or LSR will be reviewed by CENTURYTEL for validation and correction of errors. Errors will be referred back to WESTERN RADIO. WESTERN RADIO will correct any errors that CENTURYTEL has identified and resubmit the ASR/LSR to CENTURYTEL.

3.2 Trunk Provisioning.

3.2.1 Trunk Connections. Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level and shall be jointly engineered to the appropriate industry grade of service standard such that the overall probability of call blockage does not exceed 1% blocking.

- 3.2.2 Grooming. WESTERN RADIO and CENTURYTEL agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate industry grades of service standard one percent (1%) blocking (end office connection) or one/half percent (0.5%) blocking (tandem connection). Such plan shall also include mutually agreed upon default standards for the configuration of all segregated trunk groups. Where one-way trunks are used, the Party originating the traffic carried by the one-way trunks shall be responsible for determining the number of trunks used to carry that traffic, subject to industry standards on blocking.
- 3.2.3 Signaling. Signaling System 7 ("SS7") Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling ("MF") will be used as specified.
- 3.2.4 ESF Facilities. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available and as applicable to CMRS, capable of voice and data traffic transmission.
- 3.2.5 64kbps Channel. The Parties will support intercompany 64kbps clear channel where available.
- 3.3 Trunk Forecasting.
- 3.3.1 Joint Forecasting. The Parties will coordinate joint forecasting of trunk groups in accordance with Article II, Section 3.4. Intercompany forecast information will be provided by the Parties to each other on a mutually agreeable schedule and in a mutually agreeable format as appropriate for the Type 2 Interconnection arrangements provided pursuant to this Agreement twice a year. The semi-annual forecasts will include:
- 3.3.1.1 yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and
- 3.3.1.2 the use of (i) CLCI, MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number ("TGSN") as described in BR-751-100-195.
- 3.3.2 Major Network Projects. Description of major network projects that affect the other Party will be provided with the annual forecasts provided pursuant to Section 3.3.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. Each Party shall make its best efforts to notify the other Party of any network redesigns/reconfigurations that will affect the other Party's facilities sufficiently in advance to enable the affected Party to accommodate such network redesign/reconfiguration. The Parties shall coordinate deployment and accommodation of any such network redesigns/reconfigurations to avoid or minimize disruption in services provided to their End Users.
- 3.4 Network Redesigns Initiated by CENTURYTEL.
CENTURYTEL will not charge WESTERN RADIO when CENTURYTEL initiates its own network redesigns/ reconfigurations.
- 3.5 Routing Points.

When WESTERN RADIO submits an ASR requesting trunks for the exchange of WESTERN RADIO traffic, the ASR must reflect the NPA/NXX(s) associated with the trunks being ordered. Unless specified on the Additional NXX Code Opening form, subsequent NXXs of WESTERN RADIO will be routed in the same manner as the initial NXXs.

3.6 Common Channel Signaling.

- 3.6.1 Service Description. The Parties will provide Common Channel Signaling ("CCS") to one another via SS7 network Interconnection as an integral part of this Agreement, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. SS7 signaling and SS7 trunk transport services shall be provided by CENTURYTEL in accordance with the terms and conditions of this Section 3.6. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and IntraLATA call set-up signaling, including, and as applicable to a CMRS provider, ISDN User Part ("ISUP") and, as agreed upon by both Parties, Transaction Capabilities Application Part ("TCAP") messages to facilitate full interoperability of all Custom Local Area Signaling Services ("CLASS") features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon.
- 3.6.2 Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. The parameters should be presented in NPA-NXX-XXXX format, and shall include, as applicable, Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category information, originating line information, charge number, called number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call routing or billing. CENTURYTEL will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).
- 3.6.3 Privacy Indicators. Each Party will honor all privacy indicators as required under applicable law.
- 3.6.4 Connection Through Signal Transfer Point ("STP"). WESTERN RADIO must utilize a third party to interconnect with CENTURYTEL's SS7 hub provider serving the LATA in which the traffic exchange trunk groups are interconnected. Additionally, all interconnection to CENTURYTEL's third party's toll-free database and CENTURYTEL's third party's LIDB shall, consistent with this Section, take place only through appropriate STP pairs.
- 3.6.5 Third Party Signaling Providers. WESTERN RADIO may choose a third-party SS7 signaling provider to transport messages to and from the CENTURYTEL SS7 network. The third-party provider must interconnect with CENTURYTEL's SS7 hub provider serving the LATA in which the traffic exchange trunk groups are interconnected.
- 3.6.6 Multi-Frequency Signaling. In the case where CCS is not available, in band Multi-Frequency ("MF"), wink start, or E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

3.7 Network Management Controls.

Each Party shall provide a twenty-four (24) hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other Customers. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap".

4. Technical/Regulatory Requirements and Restrictions.

4.1 Interconnection Network Connectivity.

4.1.1 CENTURYTEL Tandem Interconnection calling scope (i.e., terminating Local and Non-Local Traffic usage from WESTERN RADIO) is to those end offices that subtend the CENTURYTEL Tandem to which the connection is made.

4.1.2 CENTURYTEL End Office Interconnection calling scope (i.e., terminating Local and Non-Local Traffic usage from WESTERN RADIO) is only to the end office and its remotes to which the connection is made.

4.2 Number Resources.

4.2.1 Number Assignment. Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact WESTERN RADIO's right to employ or to request and be assigned any North American Numbering Plan ("NANP") number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by WESTERN RADIO shall be made directly to the NANP Number Plan Administrator. CENTURYTEL shall not be responsible for the requesting or assignment of number resources to WESTERN RADIO. The Parties agree that the NANP Number Plan Administrator shall resolve disputes arising from numbering assignment. WESTERN RADIO shall not request number resources to be assigned to any CENTURYTEL switching entity.

4.2.2 Numbering/Dialing Arrangement Changes. Each Party shall be responsible for notifying its Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

4.3 Blocks of 100 Numbers Assignment.

WESTERN RADIO may elect to associate a CENTURYTEL End Office Interconnection with telephone number groups from the same CENTURYTEL End Office at which the interconnection is established. Blocks of 100 numbers will be provided by CENTURYTEL to WESTERN RADIO as available from the NXX codes of that CENTURYTEL End Office. CENTURYTEL will charge and WESTERN RADIO agrees to pay to CENTURYTEL the nonrecurring installation charge per block of 100 numbers as indicated on Appendix B.

4.4 Rate Centers.

For purposes of enabling CENTURYTEL to appropriately apply its toll tariff to its end user customers, the Parties will utilize Rate Centers published in the LERG for all NPA-NXX codes. The Rate Center must be in the same LATA as the homing tandem.

4.5 Routing Points.

WESTERN RADIO will designate one Routing Point for each assigned NPA-NXX code as outlined in the Central Office Code Guidelines.

4.6 Code and Numbers Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

4.7 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to information provided on ASRs as well as the Local Exchange Routing Guide ("LERG") to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

4.8 Maintenance of Tariffs.

WESTERN RADIO and CENTURYTEL will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, if applicable, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, if applicable, or any successor tariff, sufficient to reflect any Meet-Point Billing ("MPB") arrangement between the Parties entered into pursuant to this Agreement, including MPB percentages.

5. Financial Matters.

5.1 Rates and Charges.

The receiving Party agrees to pay to providing Party the rates and charges for the Services described in the applicable Appendices to this Agreement, which constitutes part of this Agreement. Rates and charges for transport and termination of traffic are set forth in Appendix B of this Agreement and made a part of this Agreement. Rates and charges for interconnection services and LNP service orders are set forth in Appendix C of this Agreement and made a part of this Agreement.

5.2 Billing.

The providing Party shall render to receiving Party a bill for Interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

5.3 Taxes.

See Article II, Section 4.5.

5.4 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with Telcordia Technologies Billing Output Specifications ("BOS").

5.4.1 Usage measurement for calls shall begin when Answer Supervision or equivalent SS7 message is received from the terminating office and shall end at the time of call disconnect by the calling or called Customer, whichever occurs first.

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

5.4.3 In the event detailed billing records are not available (e.g. indirect Interconnection), summary billing reports may be utilized.

5.5 Compensation For Exchange Of Traffic.

5.5.1 Mutual Compensation.

The Parties shall reciprocally and symmetrically compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' Customers in accordance with rates listed in Appendix B. Charges for the transport and termination of Non-Local and Interexchange Carrier traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs or price lists, as appropriate. In no event shall WESTERN RADIO's rates exceed CENTURYTEL's tariffed rates.

5.5.2 Reciprocal Compensation

The exchange of Local Traffic, including both End Office switching and transport but excluding transit traffic under Appendix B, Section 1.2, shall be pursuant to the rates in Interconnection Appendix B, Section 1.1. The charge for termination of Local Traffic shall initially be based upon a mutually agreed upon Wireless-to-Landline Traffic Factor set forth in Appendix B, Section 1.6. Either Party may subsequently report, pursuant to Article III, Section 5.12, that traffic studies indicate and support a different Wireless-to-Landline Traffic Factor. Upon proper notice, the Wireless-to-Landline Traffic Factor will be adjusted accordingly and compensation will be based upon the new Wireless-to-Landline Traffic Factor. If, at any time, Local Traffic originating from CENTURYTEL is determined to be within plus or minus five (5) percentage points of fifty percent (50%) of the Local Traffic originated by both parties (i.e., within 45% to 55% of total two-way traffic), the Local Traffic will be compensated using Bill-and-Keep, such that neither party shall bill the other pursuant to Appendix B, Section 1.1. Nothing in Section 5.5 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to Internetwork Facilities under Section 5.7 of this Agreement, access traffic, and transit traffic under Appendix B, Section 1.2 or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep arrangement described in this Section.

5.6 Third-Party Providers.

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

5.7 Compensation for Internetwork Connecting Facilities.

Regardless of the means by which an IP is established, each Party is financially responsible in all respects for the facilities used to connect its network to the IP.

5.8 Meet-Point Billing and Exchange Access Service.

5.8.1 IP at a CENTURYTEL Tandem. The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Switched Access Service Customers where the IP is at a CENTURYTEL Access Tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.

5.8.2 Tandem Location. Except in instances of capacity limitations, CENTURYTEL shall permit and enable WESTERN RADIO to sub-tend the CENTURYTEL

Access Tandem(s) nearest to the WESTERN RADIO Rating Point(s) associated with the NPA-NXX(s) to/from that the Switched Access Services are homed.

- 5.8.3 Interconnection at IP. Interconnection for the MPB arrangement shall occur at the IP.
- 5.8.4 Common Channel Signaling. Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the CENTURYTEL Access Tandem.
- 5.8.5 Tariff Requirements. WESTERN RADIO and CENTURYTEL will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 5.8.6 Type 2 Trunk Side Connection. The Type 2 trunk side connection must be at a CENTURYTEL Access Tandem or CENTURYTEL End Office where a direct connection exists with trunks dedicated to WESTERN RADIO only. WESTERN RADIO's NPA NXX must reside at the CMRS switching entity.
- 5.8.7 Billing. As detailed in the MECAB document, WESTERN RADIO and CENTURYTEL may exchange all information necessary to accurately, reliably and promptly render a bill for usage between a CENTURYTEL Access Tandem or CENTURYTEL End Office where a direct connection exists and WESTERN RADIO. Information would be exchanged in Exchange Message Interface ("EMI") format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol. If the billing information is not provided, CENTURYTEL has the right to terminate the MPB arrangement.
- 5.8.8 Compensation. Initially, billing to Access Service Customers for the Switched Access Services jointly provided by WESTERN RADIO and CENTURYTEL via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the Access Service Customer for the portion of service it provided at the appropriate tariff, or price list. Subsequently, WESTERN RADIO and CENTURYTEL may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by WESTERN RADIO and CENTURYTEL via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

6. Network Outages and Other Troubles.

CENTURYTEL shall work with WESTERN RADIO to establish reciprocal responsibilities for managing network outages and other troubles reporting. Each Party shall be responsible for managing its own network outages and other troubles as a result of termination of its equipment in a CENTURYTEL Wire Center or Tandem. With respect to those WESTERN RADIO requests for repair where the trouble is found to be in the WESTERN RADIO network or where WESTERN RADIO expressly requests that the trouble be worked after normal business hours and the work could have been made during normal business hours, a labor charge will be assessed pursuant to CENTURYTEL's interstate tariff.

7. 911, E911, 0 minus. Emergency Calls.

Each Party shall be solely responsible for all Basic 911, E911, and 0 minus operations, and facilities. Each Party shall maintain ownership of their respective records in the ALI data databases, and shall be solely responsible for providing database records to the ALI database administrator on a timely basis.

ARTICLE V
SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement effective on the Effective Date described above.

CENTURYTELOF EASTERN OREGON, INC.

WESTERN RADIO SERVICES COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX A

DEFINITIONS

911 Service

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

Access Service Request ("ASR")

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Wireless Type 2 Interconnection.

Act

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized rules and regulations of the FCC or the Commission.

Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this Section, the term "own" means an equity interest (or the equivalent thereof) of more than ten percent (10%).

Answer Supervision

An off-hook supervisory signal that is recognizable by both Parties' Central Office Switches or their equivalent.

Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement, and are applicable to each Party's performance of its obligations hereunder.

Automatic Location Identification/Data Management System

The emergency services (E911/911) database containing caller location information, including but not limited to carrier name, Call Back Number, ESRK, and Cell Site/Sector Information used to process caller location records into a Host ALI record.

Automated Message Accounting ("AMA")

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

Automatic Number Identification ("ANI")

The signaling parameter that refers to the number transmitted through the network identifying the billing number of the calling Party.

Bill-and-Keep

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

Business Day

Monday through Friday, except for holidays on which the U.S. mail is not delivered and the Friday after Thanksgiving. CENTURYTEL may recognize additional company holidays and such days shall not constitute a business day.

Call Back Number

The MIN or MDN, whichever is applicable, of services of interexchange carriers through equal access arrangements.

Central Office Switch

A switch used to provide Telecommunications Service including but not limited to (i) End Office Switches which are Class 5 switches from which End User Wireline Exchange Services are directly connected and offered, and (ii) Tandem Office Switches which are Class 4 switches which are 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). Central Offices are the homing or Routing Points for traffic to End Users identified by numbers drawn from certain NPA/NXX designations, as stated in the LERG.

CLLI Codes

Common Language Location Identifier Codes.

Commercial Mobile Radio Service ("CMRS")

Commercial Mobile Radio Service ("CMRS") is a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves. CMRS includes both one-way and two-way radio communication interconnected services, which are available to the public and provided for profit. See also, 47 C.F.R. §§20.3, 20.9.

Commission

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

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.

Competitive Local Exchange Carrier ("CLEC")

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

Compliance

Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

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.

Currently Available

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

Customer

A third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties, or by another Telecommunications Service provider, and that does not resell the Telecommunications Services to others. For the purpose of this Agreement, unless the context otherwise requires, the terms "End User," "subscriber" and "Customer" shall be interchangeable.

Customer Proprietary Network Information ("CPNI")

Information that is available to a telephone company by virtue of the telephone company's basic service customer relationship. This information may include the quantity, location, type and amount of use of local telephone service subscribed to, and information contained on telephone company bills.

Disconnect Supervision

The change in electrical state from off-hook to on-hook. This indicates to both Parties' Central Office Switches that the transmission connection is no longer needed.

DS-1 or Digital Signal Level 1

A service transmitted at digital signal rate of 1.544 Mbps in the first-level signal of the time-division multiplex hierarchy.

DS-3 or Digital Signal Level 3

A service transmitted at digital signal rate of 44.736 Mbps, in the third-level signal of the time-division multiplex hierarchy.

Electronic File Transfer

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

End Office Switches

Switches that are Class 5 switches from which End User Wireline Exchange Services are directly connected and offered. See also, "Central Office Switch."

End User

End User means Customer.

Enhanced Service Provider ("ESP")/Internet Service Provider ("ISP") Traffic

Traffic bound to any Enhanced Service Provider or Internet Service Provider, see 47 U.S.C. § 153(20); 47 C.F.R. § 64.702(a).

E911 Service

A method of routing 911 calls to a PSAP that uses a Customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification ("ANI") to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification ("ALI") on a terminal screen at the answering Attendant's position, where applicable. It usually includes selective routing.

Exchange Message Interface ("EMI")

EMI is a guideline used for the exchange of telecommunications message information between sending and billing companies. Data is provided between companies via multiple unique record layouts that contain Customer billing information, account summary information and tracking analysis. EMI format is contained in document ATIS/OBF-EMI-021 published by the Alliance for Telecommunications Industry Solutions.

Exchange Access

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

Facility

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 2.2.

Federal Communications Commission ("FCC")

The FCC, or any successor agency of the United States government; provided such succession has assumed such duties and responsibilities of the former FCC.

Imminent Danger

As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

Incumbent Local Exchange Carrier ("ILEC")

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

Interconnection

Interconnection is as described in Section 251(c)(2) of the Act and refers to the connection between Telecommunications Carriers' networks for the purpose of transmission and routing of CMRS and Wireline Exchange Service.

Information Access Traffic

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

Interconnection Point ("IP")

The physical point on the network where the two Parties interconnect. The IP is the demarcation point between the Parties and establishes the technical interface, the test point and the point for operational division of responsibility.

Interexchange Carrier ("IXC")

A Telecommunications Service Provider authorized by the FCC to provide interstate long distance communications services between LATAs and is authorized by the State to provide InterLATA and/or IntraLATA long distance communications services within the State, excluding a CMRS provider.

InterLATA

Telecommunications Services between a point located in a Local Access and Transport Area and a point located outside such areas.

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.

Internet Traffic

Traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

Internetwork Facilities

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

IntraLATA

Telecommunications Services that originate and terminate at a point within the same Local Access and Transport Area.

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.

ISDN User Part ("ISUP")

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

ISP-Bound Traffic

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

Line Information Data Base ("LIDB")

One or all, as the context may require, of the Line Information databases owned individually by CENTURYTEL and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by CENTURYTEL and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

Local Access and Transport Area ("LATA")

A contiguous geographic area for the provision and administration of communications service; i.e., IntraLATA or InterLATA established before the date of enactment of the Telecommunications Act of 1996 by a Bell Operating Company such that no exchange area includes points within more than one metropolitan statistical area, consolidated metropolitan statistical area, or State, except as expressly permitted under the AT&T Consent Decree dated August 24, 1982; or established or modified by a Bell Operating Company after such date of enactment and approved by the FCC.

Local Exchange Carrier ("LEC")

Shall have the meaning defined in the Act.

Local Exchange Routing Guide ("LERG")

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

Local Number Portability ("LNP")

The term "number portability" means 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.

Local Provider

Is used in this Agreement as a generic reference to any provider of local services, i.e., ILECs, CLECs, CMRS Carriers. This includes the Parties to this Agreement.

Local Service Request ("LSR")

A group of industry standard forms, which contain data elements and usage rules, used by the Parties to request an End User's telephone number be ported to the Party submitting the LSR.

Local Traffic

Local Traffic is that which is originated and terminated within the same Major Trading Area ("MTA"), as defined in 47 C.F.R. 24.202(a) that includes the CenturyTel Local Calling Area, as defined in CenturyTel's local exchange tariffs ("CenturyTel Local Area MTA"). For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is local, the location of the landline end user and the location of the cell site that serves the mobile end user at the

beginning of the call shall be used. Local Traffic includes Information Access Traffic to the extent that the end user and the ISP are physically located in the same CenturyTel Local Area MTA. Local Traffic includes IP-Enabled Traffic to the extent that the originating end user and the terminating end user are physically located in the same CenturyTel Local Calling Area MTA. This definition shall not affect or change the applicable local calling scope for either Party's end user customers.

Major Trading Area ("MTA")

A Major Trading Area ("MTA") is a geographic area based on the Rand McNally 1992 *Commercial Atlas and Marketing Guide*, 123rd Edition, at pages 38-39, and used by the FCC in defining CMRS license boundaries for CMRS providers for purposes of Sections 251 and 252 of the Act. See also, 47 C.F.R. §24.202(a).

Meet-Point Billing ("MPB")

Refers to the provisioning, operation and billing of Switched Access to an IXC when two or more Telecommunications Carriers jointly provide the transport element of a Switched Access Service to one of the Telecommunications Carriers' End Office Switches, with each Telecommunications Carrier receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.

Mobile Directory Number or MDN

A 10-digit dialable directory number used to call a Wireless Handset.

Mobile Identification Number or MIN

A 10-digit number assigned to and stored in a Wireless Handset.

Mobile Telephone Switching Office ("MTSO")

Mobile Telephone Switching Office ("MTSO") is a switch designed to provide call originating and terminating Wireless service to a Wireless Customer. See also, Central Office Switch.

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.

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-STC-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

Non-Local Traffic

Non-Local Traffic is either originated by a WESTERN RADIO Customer outside the MTA where the call terminates to a CENTURYTEL Customer, or is originated by a CENTURYTEL Customer and terminates to an WESTERN RADIO customer outside the MTA.

North American Numbering Plan ("NANP")

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands that employ NPA 809. The format is a 10-digit number that consist of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit NXX code and 4-digit line number.

Numbering Plan Area ("NPA")

Also sometimes referred to as an area code, is the three-digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized Telecommunications Service that may be provided across multiple geographic NPA areas. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

NXX, NXX Code, Central Office Code or CO Code

The three-digit switch entity indicator which 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. It is the first three digits of a seven-digit telephone number.

Owner or Operator

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act ("RCRA"), operator means the person responsible for the overall (or part of) the operations of a facility (see reference in Article III, Section 2.2).

Party/Parties

CENTURYTEL and/or WESTERN RADIO.

Provider

CENTURYTEL or WESTERN RADIO depending on the context and which Party is providing the service to the other Party.

Public Safety Answering Point ("PSAP")

An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies ("ERAs") such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

Public Switched Telecommunications Network ("PSTN")

The worldwide voice telephone network accessible to all those with telephones and access privileges. In the U.S., formerly known as the "Bell System network" or the "AT&T long distance network".

Rate Center

The specific geographic point and corresponding geographic area that are associated with one (1) or more particular NPA-NXX Codes and various Wire Centers being used for billing and measuring Basic Local Exchange Services. A Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one (1) or more NPA-NXXs. 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.

Right-Of-Way ("ROW")

The right to use the land or other property of 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.

Routing Point

Denotes a location that a Telecommunications Carrier has designated on its network as the homing (routing) point for inbound traffic that terminates to Wireline Exchange Services provided by the Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR 795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection". The Routing Point must be in the same LATA as the associated NPA-NXX. The Routing Point need not be the same as the Rating Point nor must it be located within the Rate Center area.

Service Control Point ("SCP")

The node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from the SSP and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

Service Switching Point ("SSP")

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

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.

Signaling System 7 ("SS7")

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

Signal Transfer Point ("STP")

A packet switch in the CCS network that is used to route signaling messages among SSPs, SCPs and other STPs in order to set up calls and to query databases for advanced services. STPs are provided in pairs for redundancy. CENTURYTEL STPs conform to ANSI T1.111-8 standards. It provides SS7 Network Access and performs SS7 message routing and screening.

Subsidiary

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

Synchronous Optical Network ("SONET")

Synchronous electrical ("STS") or optical channel ("OC") connections between Telecommunications Carriers.

Switched Access Service

The offering of facilities for the purpose of the origination or termination of traffic to or from Wireline Exchange Service Customers in a given area pursuant to a switched access tariff. Switched Access Services includes, but is not limited to: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800, 888 and 900 access services.

Tandem Office Switches

Switches that are used to connect and switch trunk circuits between and among Central Office Switches that subtend the tandem office switch.

Telcordia Technologies

Formerly known as Bellcore, 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.

Telecommunications Carrier

As defined in Section 3(44) of the Act.

Telecommunications Services

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

Third Party Contamination

Environmental pollution that is not generated by the LEC or WESTERN RADIO but results from off-site activities impacting a facility.

Trunk Group

Trunk Group is a set of trunks of common routing origin and destination and which serve a like purpose or function, e.g., a Type 2B Central Office Switch connection.

Trunk Side

Refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another Central Office Switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

Type 1

Type 1 means a type of Trunk interface as technically defined in Telcordia Technical Reference GR-145-CORE and TA-NPL-000912 as Trunk Side Message Trunk (TSMT) and as provided in accordance with this Agreement. Type 1 is a two or four-wire one-way or two-way Trunk connection between WESTERN RADIO's network and CENTURYTEL's End Office Switch.

Type 2A

Type 2A means a type of trunk interface as technically defined in Telcordia Technologies Technical Reference GR-145-CORE and as provided in accordance with this Agreement. Type 2A is a tandem switch interface. WESTERN RADIO to CENTURYTEL traffic on such a Trunk Group must be destined for an NPA-NXX residing in a CENTURYTEL Central Office Switch that homes on that Tandem Switch.

Type 2B

Type 2B means a type of trunk interface as technically defined in Telcordia Technologies Technical Reference GR-145-CORE and as provided in accordance with this Agreement. Type 2B is a Central Office Switch interface. WESTERN RADIO to CENTURYTEL traffic on such a Trunk Group must be destined for an NPA-NXX residing in that CENTURYTEL Central Office Switch or in a remote switch hosted by that CENTURYTEL Central Office Switch.

Undefined Terms

Terms that may appear in this Agreement which are not defined. Parties acknowledge and agree that any such terms shall be construed in accordance with the definitions set forth in the Act, the FCC's rules and regulations, or customary usage in the telecommunications industry as of the effective date of this Agreement.

Wire Center

A building or space within a building that serves as an aggregation point on a given Wireline Carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Wireline Exchange Services and Exchange Access Services, are located.

Wireless

Wireless means the Telecommunications Services provided by a CMRS provider in accordance with its CMRS license(s).

Wireless Service Provider ("WSP")

Wireless Service Provider ("WSP") means a CMRS provider of local Telecommunications Services.

Wireless System

Those mobile switching facilities, Cell Sites and other facilities that are used to provide CMRS service in an MTA.

Wireline

Wireline means Telecommunications Services provided by CENTURYTEL or other non-Wireless Telecommunications Carriers.

Wireline Exchange Service

(i) Service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge; or (ii) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a Telecommunications Service. See also, 47 U.S.C. §153(47).

APPENDIX B

RATES AND CHARGES FOR TRANSPORT & TERMINATION OF TRAFFIC

1. General. The rates contained in this Appendix A are the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, or any appeal or other litigation.

1.1 Reciprocal Compensation

Local Traffic excluding Local Traffic that is also Information Access/ISP-Bound Traffic (if invoked pursuant to Article IV, Section 5.5.2) \$0.018

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

1.2 Transit Traffic. CENTURYTEL will be compensated for Transit Traffic originated by WESTERN RADIO that is tandem switched by CENTURYTEL, passed through CENTURYTEL facilities and terminated to another carrier (ILEC, CLEC or wireless), at the following rate:

N/A

1.3 Measurement of Traffic. Each Party will be responsible for measuring the monthly Traffic, measured by MOU, terminating into its network. Each Party will only charge the other Party for actual conversation MOU based on call party answer to call party disconnect. MOU and/or fractions thereof will be aggregated at the end of the billing cycle and rounded to the nearest whole minute. The Party collecting revenues shall be responsible for collecting, reporting and remitting all applicable taxes associated therewith.

1.4 Internetwork Facility.

If purchased from CENTURYTEL, the Internetwork Facility charges for direct connection to a CENTURYTEL Tandem or a CENTURYTEL End Office pursuant to this Agreement are as follows:

Non-recurring Charge per T1 \$303.39

Monthly Recurring Charge per T1 \$161.73

1.5 Non-Local Traffic. Non-Local Traffic is subject to CENTURYTEL's intrastate access charges.

1.6 Traffic Factors.

Percent of traffic terminated to each Party:

Wireless to Landline 50%

Landline to Wireless 50%

Composition of terminated traffic by WESTERN RADIO

Percentage Local Traffic	90%
Percentage Intrastate Inter-MTA Traffic	2%
Percentage Interstate Inter-MTA Traffic	8%

1.7 Blocks of Numbers.

Non-Recurring Charge per Block of 100 Numbers	\$150.00
---	----------

APPENDIX C
RATES AND CHARGES

General. The rates contained in this Appendix B are as defined in Article IV, and are subject to change resulting from future Commission or other proceedings or any appeal or other litigation.

Non-Recurring Charges ("NRCs")

Pre-ordering:

CLEC Account Establishment	\$ 203.50
EZ View Customer Record Search	\$ 8.58
Manual Customer Record Search (applies to Accounts with over 30 lines)	\$ 31.66

Ordering:

Service Order Charge for all LSRs:	
Initial Simple LSR	\$ 12.75
Initial Complex LSR	\$ 51.50
Subsequent LSR	\$ 11.70

Custom Handling: (These NRCs apply in addition to any pre-ordering, ordering or provisioning NRCs.)

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 & Materials:

\$ ICB

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time WESTERN RADIO orders any service.

Customer Record Search applies when WESTERN RADIO 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 IV, Section 2.6.2.4.

Custom Handling (These NRCs are in addition to the applicable Pre-ordering, Ordering or Provisioning NRCs):

"Service Order Expedite" applies if WESTERN RADIO 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 WESTERN RADIO requests notification and coordination of service cut-over prior to the service becoming effective

"Hot Coordinated Conversion (1st Hour)" applies if WESTERN RADIO 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.

APPENDIX D

SERVICE LOCATIONS FOR CENTURYTEL/WESTERN RADIO INTERCONNECTION

TO BE COMPLETED

CENTURYTEL
End Office
CLLI Code

CENTURYTEL
Tandem
CLLI Code

WESTERN RADIO
End Office
NPA NXX/CLLI Code

WESTERN RADIO
Interconnection
Point

APPENDIX E

AUTHORIZED THIRD-PARTY PROVIDERS

EXHIBIT 2

1
2
3
4
5
6 BEFORE THE PUBLIC UTILITY COMMISSION
7 OF OREGON

8 ARB 864
9

10 In the Matter of the Petition by Western
11 Radio Services Co. Inc. for Arbitration of an
12 Interconnection Agreement with CenturyTel
13 of Eastern Oregon, Inc. Pursuant to Section
14 252(b) of the Telecommunications Act

DECLARATION OF JACKIE PHILLIPS

15 I, Jackie Phillips, hereby declare under penalty of perjury under the laws of the State of Oregon
16 that the following statements are true and correct:

17 1. I am employed as Regional Director – Carrier Relations with CenturyTel Service Group,
18 LLC. In that capacity I negotiate interconnection agreements on behalf of CenturyTel of Eastern
19 Oregon, Inc. I was responsible for the negotiations with Western Radio Services Co., Inc. (“Western
20 Radio”).

21 2. I am the contact person for Western Radio to the extent that Western Radio desires to
22 negotiate an interconnection agreement with CenturyTel.

23 3. Since December 3, 2008, I have not had any contact from Western Radio seeking to
24 negotiate any term or condition with CenturyTel. It has been my experience that even after a party files

25
26 DECLARATION OF JACKIE PHILLIPS - 1

Law Office of
Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, WA 98512
(360) 956-7001

1 a petition for arbitration, negotiations continue in an effort to resolve as many issues as possible. That
2 did not occur with Western Radio.

3 Dated this 8th day of April, 2009.

4
5 
6 JACKIE PHILLIPS

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

DECLARATION OF JACKIE PHILLIPS - 2

Law Office of
Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, WA 98512
(360) 956-7001

1
2
3
4
5
6
7
8

CERTIFICATE OF SERVICE
ARB 864

I certify that I have this day sent the attached Reply to Application for Reconsideration or Rehearing and/or for Clarification by electronic mail and U.S. mail to the following:

9
10
11
12
13
14
15

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 Reply to Application for Reconsideration or Rehearing and/or for Clarification upon all parties of record in this proceeding by mailing a copy properly addressed with first class postage prepaid, and by electronic mail pursuant to OAR 860-013-0070, to the following parties or attorneys of parties:

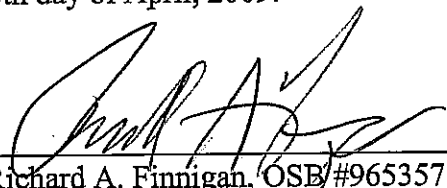
16
17
18
19
20
21
22
23
24
25
26

MICHAEL T. WEIRICH
ASSISTANT ATTORNEY GENERAL
REGULATED UTILITY & BUSINESS
SECTION
1162 COURT ST NE
SALEM, OR 97301-4096
michael.weirich@doj.state.or.us

MARIANNE DUGAN
259 E 5TH AVE - 200-D
EUGENE, OR 97401
mdugan@mdugan.com

RICHARD L. OBERDORFER
WESTERN RADIO SERVICES CO INC
PO BOX 1618
BEND, OR 97709-1618
oberdorfer@earthlink.net

Dated at Olympia, Washington, this 10th day of April, 2009.


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