

**RESALE, LINE SHARING AND VIRTUAL COLLOCATION AGREEMENT**

**BETWEEN**

**CENTURYTEL OF MICHIGAN, INC.**

**AND**

**RACC ENTERPRISES, LLC.**

**IN THE STATE OF MICHIGAN**

**SEPTEMBER 30, 2002**

## TABLE OF CONTENTS

TABLE OF CONTENTS.....	<u>22</u>
Recitals.....	<u>55</u>
Article I SCOPE AND INTENT OF AGREEMENT.....	<u>66</u>
Article II DEFINITIONS.....	<u>77</u>
2.1 General Definitions.....	<u>77</u>
Article III GENERAL PROVISIONS.....	<u>1616</u>
3.1 Scope of General Provisions.....	<u>1616</u>
3.2 Term and Termination.....	<u>1616</u>
3.3 Amendments.....	<u>1717</u>
3.4 Assignment.....	<u>1717</u>
3.5 Authority.....	<u>1717</u>
3.6 Responsibility for Payment.....	<u>1818</u>
3.6 CLEC Profile.....	<u>1818</u>
3.7 Contact Exchange.....	<u>1818</u>
3.8 Billing and Payment.....	<u>1818</u>
3.9 Binding Effect.....	<u>1919</u>
3.10 Compliance with Laws and Regulations.....	<u>1919</u>
3.11 Confidential Information.....	<u>1919</u>
3.12 Consent.....	<u>2020</u>
3.13 Fraud.....	<u>2020</u>
3.14 Reimbursement of Expenses.....	<u>2121</u>
3.15 Dispute Resolution.....	<u>2121</u>
3.16 Entire Agreement.....	<u>2222</u>
3.17 Expenses.....	<u>2222</u>
3.18 Force Majeure.....	<u>2222</u>
3.19 Good Faith Performance.....	<u>2323</u>
3.20 Governing Law.....	<u>2323</u>
3.21 Standard Practices.....	<u>2323</u>
3.22 Headings.....	<u>2323</u>
3.23 Independent Contractor Relationship.....	<u>2323</u>
3.24 Liability and Indemnity.....	<u>2323</u>
3.25 Multiple Counterparts.....	<u>2525</u>
3.26 No Third Party Beneficiaries.....	<u>2525</u>
3.27 Notices.....	<u>2525</u>
3.28 Protection.....	<u>2626</u>
3.29 Publicity.....	<u>2727</u>
3.30 Amendment or Other Changes to the Act.....	<u>2727</u>
3.31 Effective Date.....	<u>2727</u>
3.32 Regulatory Matters.....	<u>2727</u>
3.33 Rule of Construction.....	<u>2828</u>
3.34 Section References.....	<u>2828</u>

3.35	Severability.....	<u>2828</u>
3.36	Subcontractors.....	<u>2828</u>
3.37	Subsequent Law.....	<u>2828</u>
3.38	Taxes.....	<u>2828</u>
3.39	Trademarks and Trade Names.....	<u>2929</u>
3.40	Waiver.....	<u>2929</u>
3.41	Environmental Responsibility.....	<u>2929</u>
Article IV RESALE OF SERVICES.....		<u>3333</u>
4.1	General.....	<u>3333</u>
4.2	Terms and Conditions.....	<u>3333</u>
4.3	Ordering and Billing.....	<u>3434</u>
4.4	License to Provide Basic Local Exchange Service.....	<u>3434</u>
4.5	Nonrecurring Charges.....	<u>3535</u>
4.6	Transfers Between RACC and Another Reseller of CenturyTel Services.....	<u>3535</u>
4.7	Local Calling Detail.....	<u>3535</u>
4.8	Originating Line Number Screening (OLNS).....	<u>3535</u>
4.9	Maintenance, Testing and Repair.....	<u>3535</u>
4.10	Services Available for Resale.....	<u>3535</u>
4.11	Other Services Available for Resale.....	<u>3636</u>
4.12	Promotional Services.....	<u>3636</u>
4.13	Rates.....	<u>3636</u>
4.14	Grandfathered Services.....	<u>3636</u>
4.15	Access.....	<u>3737</u>
4.16	Nondiscriminatory Provision of Resale Services.....	<u>3737</u>
4.17	Standards of Performance.....	<u>3737</u>
4.18	Primary Local Exchange and Interexchange Carrier Selections.....	<u>3737</u>
4.19	Service Functions.....	<u>3838</u>
4.20	Responsibilities of RACC.....	<u>3939</u>
4.21	Responsibilities of CenturyTel.....	<u>3939</u>
4.22	Exchange of Billing Information.....	<u>4040</u>
4.23	Use of Service.....	<u>4040</u>
Article V Virtual COLLOCATION.....		<u>4242</u>
5.0	Virtual Collocation.....	<u>4242</u>
5.1	Billing.....	<u>4242</u>
5.2	Protection of Service and Property.....	<u>4242</u>
Article VI LINE SHARING.....		<u>4343</u>
6.1	General.....	<u>4343</u>
6.2	Basic Requirements.....	<u>4343</u>
6.3	Availability.....	<u>4444</u>
6.4	Reservation of Rights.....	<u>4545</u>
6.5	Further Assurances.....	<u>4646</u>
6.6	Customer Education.....	<u>4646</u>
6.7	Operations Matters.....	<u>4646</u>
6.8	Financial Matters.....	<u>5050</u>

Article VII ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY ...	<del>5151</del>
7.1 Access to Poles Ducts, Conduits and Rights-of-way .....	<del>5151</del>
Article VIII EXECUTION.....	<del>5252</del>
PRICING SCHEDULE.....	<del>5353</del>

## Resale, Line Sharing and Virtual Collocation Agreement

This Resale, Line Sharing and Virtual Collocation Agreement (the "Agreement"), is effective as of the 1 day of September 30, 2002 (the "Effective Date") by and between Century Tel of Michigan, Inc., with address, for purposes of this Agreement, at 100 CenturyTel Drive, Monroe, Louisiana 71203 (collectively "CenturyTel"), and RACC Enterprises, LLC, with its address, for purposes of this Agreement, at 7381 US 31 North, P.O. Box 1200, Alanson, MI 49706 ("RACC") (CenturyTel and RACC being referred to collectively as the "Parties" and individually as a "Party").

### RECITALS

A. CenturyTel is an incumbent local exchange carrier as defined by the Act; authorized to provide certain telecommunications services within the state of Michigan.

B. CenturyTel is engaged in the business of providing, among other things, local telephone exchange service within the state of Michigan.

C. RACC has been licensed by the Commission to provide local telephone exchange service within the state of Michigan and is a local exchange carrier as defined by the Act.

D. This Agreement covers services in CenturyTel exchanges of Alanson, Brutus, Levering, Boyne Falls and Elmira in the state of Michigan in which CenturyTel is the incumbent local exchange carrier, as that term is referred to in the Act.

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

**ARTICLE I**  
**SCOPE AND INTENT OF AGREEMENT**

Pursuant to this Agreement, CenturyTel will extend certain arrangements to RACC for purposes of providing Resale, Line Sharing and Virtual Collocation services within CenturyTel exchanges of Alanson, Brutus, Levering, Boyne Falls and Elmira exchanges in the state of Michigan in which CenturyTel is the incumbent local exchange carrier, as that term is referred to in the Act. CenturyTel will extend access to poles, ducts, conduits and rights-of-way in the zone and exchanges areas in the state of Michigan in which CenturyTel is the incumbent local exchange carrier, as that term is referred to in the Act. This Agreement also governs the purchase by RACC of certain telecommunications services provided by CenturyTel in the exchanges of Alanson, Brutus, Levering, Boyne Falls and Elmira in the state of Michigan in which CenturyTel is the incumbent local exchange carrier for resale by RACC and the terms and conditions of the virtual collocation of certain equipment of RACC in the premises of CenturyTel. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Michigan Public Service Commission (the "Commission") for approval, pursuant to the Act. 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 and/or matters related to CenturyTel's cost recovery covered in this Agreement.

## **ARTICLE II DEFINITIONS**

### **2.1 General Definitions.**

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

#### 2.1.1 Access Service Request (ASR)

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

#### 2.1.2 Act

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

#### 2.1.3 Affiliate

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

#### 2.1.4 Applicable Law

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

#### 2.1.5 Automatic Location Identification/Data Management System (ALI/DMS)

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

#### 2.1.6 Automated Message Accounting (AMA)

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

#### 2.1.7 Automatic Number Identification (ANI)

The number transmitted through the network identifying the calling party.

#### 2.1.8 Basic Local Exchange Service

Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access

to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

2.1.9 Bona Fide Request (BFR)

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

2.1.10 Business Day

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

2.1.11 Central Office Switch

A switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches 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).

2.1.12 CLLI Codes

Common Language Location Identifier Codes.

2.1.13 Commission

The Michigan Public Service Commission.

2.1.14 Common Channel Signaling (CCS)

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

2.1.15 Competitive Local Exchange Carrier (CLEC)

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

2.1.16 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.

2.1.17 Conversation Time

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



2.1.18 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.

2.1.19 Customer

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

2.1.20 Customer Service Record Search

Applied to LSR when CLEC requests a customer service record search prior to account conversion from CenturyTel or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop and/or port basis.

2.1.21 Dedicated Transport

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC). Dedicated Transport may extend between two CenturyTel SWCs (Interoffice Dedicated Transport or IDT) or may extend from the CenturyTel SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries.

2.1.22 Disconnect Supervision

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

2.1.23 DS-1

A service carried at digital signal rate of 1.544 Mbps.

2.1.24 DS-3

A service carried at digital signal rate of 44.736 Mbps.

2.1.25 Electronic File Transfer

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

2.1.26 E-911 Service

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.

2.1.27 Exchange Message Record (EMR)

An industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study

data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia Technologies.

2.1.28 Exchange Service

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

2.1.29 Expanded Interconnection Service (EIS)

A service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at CenturyTel's wire centers and access tandems and interconnect those facilities with the facilities of CenturyTel. Microwave is available on a case-by-case basis where feasible.

2.1.30 Facility

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

2.1.31 FCC

The Federal Communications Commission.

2.1.32 Generator

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations.

2.1.33 Guide or CenturyTel Guide

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

2.1.34 Hazardous Chemical

As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

2.1.35 Hazardous Waste

As described in Resource Conservation Recovery Act (RCRA), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

2.1.36 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.

2.1.37 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.

2.1.38 Individual Case Basis (ICB)

Costing and or pricing will be determined based on specific service request.

2.1.39 Information Access Traffic

The Provision of specialized exchange and exchange access telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of Information Service traffic to or from the facilities of an ISP. The term Information Access Traffic does not include transmission of voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via internet protocol. Information Access Traffic is not governed by Section 251 and 252 of the Act. Information Access Traffic will be exchanged as a part of a separate agreement between the Parties.

2.1.40 Information Service Provider

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

2.1.41 Initial Service Order

A charge applied to each LSR of Unbundled Loops and/or Ports with the exception of Subsequent Service Order changes to existing CLEC accounts.

2.1.42 Interconnection Facility

See "Internetwork Facilities"

2.1.43 Interconnection Point (IP)

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

2.1.44 Interexchange Carrier (IXC)

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

2.1.45 Interim Number Portability (INP)

The delivery of Local Number Portability (LNP) capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning,

quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

2.1.46 Internetwork Facilities

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

2.1.47 ISDN User Part (ISUP)

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

2.1.48 Line Side

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

2.1.49 Local Access and Transport Area (LATA)

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

2.1.50 Local Exchange Carrier (LEC)

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

2.1.51 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.

2.1.52 Local Number Portability (LNP)

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

2.1.53 Local Service Request (LSR)

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

2.1.54 Local Traffic

Traffic that is originated by an end user of one Party and terminates to the end user of the other Party within CenturyTel's then current local calling area, including mandatory local calling scope arrangements. Traffic to and from an end-user not within a CenturyTel local calling area will be subject to access charges to the extent the traffic does not constitute Information Access Traffic. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope,

Extended Area Service (EAS), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic excludes Information Access Traffic.

2.1.55 Loop Facility Charge

A charge applied to LSRs when fieldwork is required for establishment of unbundled loop service. Applied on a per LSR basis.

2.1.56 Main Distribution Frame (MDF)

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

2.1.57 MTA

Michigan Telecommunications Act, MCL 484.2101, *et seq.*

2.1.58 Network Interface Device (NID)

The point of demarcation between the end user's inside wiring and CenturyTel's facilities.

2.1.59 Numbering Plan Area (NPA)

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

2.1.60 NXX, NXX Code, Central Office Code or CO Code

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

2.1.61 Party/Parties

CenturyTel and/or RACC.

2.1.62 Provider

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

2.1.63 Rate Center

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific

Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

2.1.64 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.

2.1.65 Routing Point

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

2.1.66 Service Switching Point (SSP)

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

2.1.67 Signaling Point (SP)

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

2.1.68 Signaling System 7 (SS7)

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

2.1.69 Subsidiary

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

2.1.70 Subsequent Service Order

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

2.1.71 Synchronous Optical Network (SONET)

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

2.1.72 Switched Access Service

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

2.1.73 Telcordia Technologies

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

2.1.74 Telecommunications Services

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

2.1.75 Third Party Contamination

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

2.1.76 Transfer of Service

A charge applied to LSRs that involve account changes (e.g., CLEC to CLEC transfers, CPE billing changes on Unbundled Ports).

2.1.77 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.

2.1.78 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 customary usage in the telecommunications industry as of the effective date of this Agreement.

2.1.79 Wire Center

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

## **ARTICLE III GENERAL PROVISIONS**

### **3.1 Scope of General Provisions.**

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

### **3.2 Term and Termination.**

#### **3.2.1 Term.**

Subject to the termination provisions contained in this Agreement, the Initial Term of this Agreement shall expire on September 30, 2004. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1) year periods (each a "Renewal Term") unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred and twenty (120) days prior to the expiration of the Initial term or a renewal term.

#### **3.2.2 Renegotiation of Certain Terms.**

Notwithstanding the foregoing, upon delivery of written notice at least one hundred and twenty (120) days prior to the expiration of the Initial Term or any Renewal Term, either party may require renegotiations of the rates, prices and charges, terms and conditions of the services to be provided under this Agreement effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new rates, prices, charges and terms within one hundred and thirty five (135) days of such written notice, either party may petition the appropriate regulatory agency or take such other action as may be necessary to establish appropriate terms. If the Parties are unable to mutually agree on such new rates, prices, charges and terms or the appropriate regulatory agency does not issue its order prior to the applicable expiration date, the Parties agree that the rates, terms and conditions ultimately ordered by such appropriate regulatory agency or negotiated by the Parties will be effective retroactive to such expiration date. Until such time as the appropriate regulatory agency issues its order, the rates, terms and conditions of this Agreement shall control.

#### **3.2.3 Termination Upon Default.**

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

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



- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement, unless such is the subject of a bone fide dispute proceeding brought pursuant to the terms of this Agreement.

3.2.4 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. The selling or transferring Party shall provide the other Party with at least one hundred and twenty (120) 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.

3.2.5 Liability Upon Termination.

Upon Expiration or Termination. In the case of the expiration or termination of this Agreement for any reason, each of the Parties will be entitled to payment for all services performed and expenses accrued or incurred prior to such expiration or termination.

**3.3 Amendments.**

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

**3.4 Assignment.**

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

**3.5 Authority.**

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and RACC has not relied on CenturyTel counsel, pursuant to this Agreement.

### **3.6. Responsibility for Payment**

CenturyTel may charge RACC and RACC will pay CenturyTel a deposit before CenturyTel is required to perform under this agreement. Deposit maybe required for virtual collocation and will be agreed to by the Parties as part of a virtual collocation agreement.

### **3.6 CLEC Profile.**

Before orders can be taken, the CLEC Profile must be completed and returned; and if required, an advanced deposit paid. The CLEC Profile consists of RACC providing to CenturyTel its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Guide. RACC agrees to warrant to CenturyTel that it is a licensed provider of telecommunications service. RACC will provide CenturyTel with the Commission case number under which its license was issued. RACC agrees to update this CLEC Profile, as required, to reflect its current license.

### **3.7 Contact Exchange.**

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

### **3.8 Billing and Payment.**

RACC and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

#### **3.8.1 Back Billing.**

Neither Party will bill the other Party for previously unbilled charges that are for more than one-year prior to the current billing date.

#### **3.8.2 Dispute.**

If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within sixty (60) days of the date of the invoice or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

#### **3.8.3 Late Payment Charge.**

Undisputed past due amounts shall be assessed a late payment charge in the amount of 0.000493% per day (annual percentage rate of 18%) compounded daily, or the highest rate allowed by law, whichever is lower. If a dispute is resolved against a Party interest shall be due on the past due amount at the rate set forth above. If either party disputes an amount, it must do so in writing to the other party within sixty (60) days from the date of the invoice.

#### **3.8.4 Due Date.**

Payment is due thirty (30) calendar days from the invoice date.

3.8.5 Audits.

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. 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; (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.

**3.9 Binding Effect.**

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

**3.10 Compliance with Laws and Regulations.**

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

**3.11 Confidential Information.**

3.11.1 Identification.

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

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

3.11.2 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, consultants, or appropriate legal counsel who have a need to know the Confidential Information for performance of this Agreement;
- (C) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (D) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (E) To return promptly any copies of such Confidential Information to the source at its request; and
- (F) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

#### 3.11.3 Exceptions.

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

#### 3.11.4 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.

### 3.12 Consent.

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

### 3.13 Fraud.

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

### **3.14 Reimbursement of Expenses.**

In performing under this Agreement CenturyTel may be required to make expenditures or otherwise incur costs that are not otherwise specified under this Agreement. In such event CenturyTel is entitled to reimbursement from RACC for all such costs. For all such costs and expenses CenturyTel shall receive through 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. CenturyTel will provide price proposal and RACC will accept before any work is done on behalf of RACC by CenturyTel.

### **3.15 Dispute Resolution.**

#### **3.15.1 Initiation of Dispute**

If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item, provided, however, that a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties. Notwithstanding the foregoing, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding twelve (12) months of the date on which the other Party received notice of such Disputed Amounts.

#### **3.15.2 Escalation of Informal Dispute Process**

If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within twenty one (21) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

#### **3.15.3 Formal Dispute Process**

If the Parties are unable to resolve issues related to the Disputed Amounts within twenty one (21) days after that Parties' appointment of designated representatives pursuant to Section 3.15.2 of this Agreement, then either Party may file a complaint with the Commission or FCC to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission or the FCC may direct release of

any or all funds (including any accrued interest) in the escrow account, plus applicable late fees, or reasonable attorney fees to be paid to either Party.

**3.15.4 Confidentiality of Negotiations**

The Parties agree that all negotiations pursuant to this Section shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

**3.15.5 Disputes Regarding Services**

Disputes not regarding billing issues shall be treated in the same manner as Billing disputes under this Section 3.15 of this Agreement.

**3.15.6 Continuous Service.**

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement.

**3.16 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.

**3.17 Expenses.**

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

**3.18 Force Majeure.**

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

### **3.19 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.

### **3.20 Governing Law.**

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan without reference to conflict of law provisions, except insofar as the Act or the FCC's rules and regulations may control any aspect of this Agreement.

### **3.21 Standard Practices.**

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

### **3.22 Headings.**

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

### **3.23 Independent Contractor Relationship.**

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

### **3.24 Liability and Indemnity.**

#### **3.24.1 Indemnification.**

Subject to the limitations set forth in this Agreement, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying

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

3.24.2 End-User and Content-Related Claims.

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

3.24.3 DISCLAIMER.

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

3.24.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses CenturyTel may recover, including those under section 3.14 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of



liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

**3.24.5 Consequential Damages.**

In no event shall a Party have any liability whatsoever to the other Party for an indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, “Consequential Damages”), even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party’s obligation under Section 3.24 to indemnify, defend and hold other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys’ fees) and Consequential Damages of such third person.

**3.24.6 Intellectual Property.**

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

**3.25 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.

**3.26 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.

**3.27 Notices.**

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier

service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. 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:**

CenturyTel  
Attention: Carrier Relations  
100 CenturyTel Drive  
Monroe, LA 71203  
Telephone: 318-388-9000  
Facsimile: 318-388-9072

**If to RACC:**

RACC Enterprises, LLC.  
Attention: Richard Bacon, President  
7381 US 31 North  
P.O. Box 1200  
Alanson, MI. 49706  
Telephone: 231-548-2000 Ext 222  
Facsimile: 231-548-3000

With a copy to:  
CenturyTel of Michigan, Inc.  
Midwest Region Manager  
333 North Front Street  
Iacrosse, WI 54602-4800  
Telephone: 608-796-7894  
Facsimile: 608-796-7890

**3.28 Protection.**

**3.28.1 Impairment of Service.**

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

**3.28.2 Resolution.**

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

### **3.29 Publicity.**

Any news release, public announcement, advertising, or any form of publicity issued by one Party that mentions the other Party 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 RACC. This section is not applicable with respect to any news release, public announcement, advertising, or any form of publicity issued in conjunction with a formal dispute process under this Agreement.

### **3.30 Amendment or Other Changes to the Act.**

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, or any legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act ("Amendment to the Act"), either Party may, by providing written notice to the other Party require that the affected provisions be renegotiated in good faith and that this Agreement be amended to reflect the pricing, terms and conditions of each such Amendment to the Act. If any regulatory order, judicial order, rule or regulation affects any rates or charges of the services provided hereunder, e.g., by authorizing new rates or by establishing a new methodology by which rates are calculated, such new rates shall be effective upon the effective date of the regulatory order, judicial order, rule or regulation.

### **3.31 Effective Date.**

This Agreement will be effective only upon execution by both Parties. The "effective date" of this Agreement for all purposes will be as established as stated in the preamble to this agreement. Both Parties will cooperate in the submission of this Agreement to the Commission for approval pursuant to the Act. The Parties agree orders for services will not be submitted or accepted within the first ten (10) business days after the agreement is effective.

### **3.32 Regulatory Matters.**

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

If either Party does not provide necessary filing materials within 90 days of execution of this Agreement, any contract signatures will no longer be effective. If both Parties determine to proceed with filing, negotiations between the Parties will resume.

**3.33 Rule of Construction.**

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

**3.34 Section References.**

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

**3.35 Severability.**

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, such dispute will be considered a bona fide dispute and be subject to the dispute resolution provisions contained herein.

**3.36 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.

**3.37 Subsequent Law.**

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the affected term(s) and condition(s), should one or both Parties choose to avail themselves of such law, rule, or regulation. The Dispute Resolution provisions of Article III, Section 3.15 shall also govern any disputes arising out of or relating to such modifications.

**3.38 Taxes.**

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as CenturyTel requires that

qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

**3.38.1 Tax.**

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

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

**3.38.2 Fees/Regulatory Surcharges.**

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

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, E311/311, franchise fees, and Commission surcharges.

**3.39 Trademarks and Trade Names.**

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

**3.40 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.

**3.41 Environmental Responsibility.**

The Parties are each responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries

caused by, any materials brought to or used by a Party at the other Party's Facilities. Each Party will indemnify the other Party for all claims, fees, penalties, damages, and causes of action with respect to these materials. No new safety or environmental hazards shall be created or new hazardous substances shall be used at a Party's Facility. Each Party must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the other Party's Facility.

RACC, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by CenturyTel when working at a CenturyTel Facility. CenturyTel, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by RACC when working at a RACC Facility. The Parties acknowledge and agree that nothing in this Agreement or in any Party's practices/procedures constitutes a warranty or representation by one Party that the other Party's compliance with its practices/procedures, with this Agreement, or with its directions or recommendations will achieve compliance with any applicable law. Each Party is responsible for ensuring that all activities conducted by itself at the other Party's Facility 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.

#### 3.41.1 Known Hazards

CenturyTel and RACC shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the any Facility that may be used by the other Party. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or any petroleum contamination in a manhole.

#### 3.41.2 Environmental Permits and Approvals

Each Party shall 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. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to RACC after a complete and proper request by RACC for same, then CenturyTel's permit, approval, or identification number may be used as authorized by law and upon prior approval by CenturyTel. In that case, RACC must comply with all of CenturyTel's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of CenturyTel's permits, approvals, or identification numbers, or compliance with CenturyTel's practices/procedures constitutes a representation or warranty that RACC's activities will be in compliance with applicable laws, and such compliance or use of CenturyTel's permits, approvals, or identification numbers creates no right of action against CenturyTel.

#### 3.41.3 Third Party Contamination

If Third Party Contamination is discovered at a CenturyTel Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If RACC discovers Third Party Contamination, RACC will immediately notify CenturyTel and will consult with CenturyTel prior to making any required notification, unless the time required for prior consultation would preclude RACC from complying with an applicable reporting requirement.

#### 3.41.4 Environmental Coordination

CenturyTel and RACC 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. For fees associated with such filings, CenturyTel and RACC must develop a cost sharing procedure.

#### 3.41.5 Activities in CenturyTel Manhole or Vault Areas

When conducting operations in any CenturyTel manhole or vault area, RACC shall 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. RACC shall not disturb building materials containing hazardous substances prior to space or power accessibility. CenturyTel must approve any contracts or agreements to move the materials prior to disturbing the building materials. RACC shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for 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. CenturyTel shall not be responsible for any costs incurred by RACC in meeting its obligations under this Section.

#### 3.41.6 Additional Costs as a Result of RACC Activities

RACC shall provide reasonable and adequate compensation to CenturyTel 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 providing RACC with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.

#### 3.41.7 Right of Way Activities

Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between CenturyTel and the landowner. In this regard, RACC must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).

3.41.8 Liability and Indemnity

Notwithstanding Section 3.41, with respect to environmental responsibility under this Section, CenturyTel and RACC shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the CenturyTel Facility; it being the parties' express intention that RACC shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 3.41.8.



## **ARTICLE IV RESALE OF SERVICES**

### **4.1 General.**

The purpose of this Article IV is to define the basic local exchange services that may be purchased from CenturyTel and resold by RACC and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the CenturyTel Guide. CenturyTel will make available to RACC for resale any Telecommunications Service that CenturyTel currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers. RACC will be able to purchase services from CenturyTel's Intrastate or Interstate access tariffs at the established tariff rates, for services such as DSL or other access services.

### **4.2 Terms and Conditions.**

#### **4.2.1 Restrictions on Resale.**

The following restrictions shall apply to the resale of retail services by RACC.

- (A) RACC shall not resell to one class of customers a service that is offered by CenturyTel only to another class of customers in accordance with state requirements (e.g., Residential Services to Businesses, disabled services or lifeline services to non-qualifying customers).
- (B) RACC shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to RACC for resale. CenturyTel will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.
- (C) In addition to any other actions taken by RACC to comply with this Section 4.2, RACC shall take those actions required by Applicable Law to determine the eligibility of RACC Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase LifeLine, Link Up America, or other means-tested services, required by Applicable Law. RACC shall indemnify CenturyTel from any claims resulting from RACC's failure to take such actions required by Applicable Law.

#### **4.2.2 Restrictions on Discount of Retail Services.**

The discount specified in Section 4.13 herein shall apply to all retail services except for the following:

- (A) RACC may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. RACC shall not aggregate end-user lines and/or traffic in order to qualify for volume discount.

- (B) RACC may resell ICB/Contract services without a discount and only to end-user customers that already have such services.
- (C) RACC may resell COCOT coin or coinless line; however, no discount applies.
- (D) RACC may resell special access; however, no discount applies.

4.2.3 Resale to Other Carriers.

Services available for resale may not be used by RACC to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to, interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers. However, basic Local Exchange Service may be sold to such entities by RACC if they request the service as an end user. Notwithstanding the provisions of this section, RACC may resale services that would otherwise be available for resale, to Subsidiaries or corporate affiliates of RACC.

**4.3 Ordering and Billing.**

4.3.1 Service Ordering, Service Provisioning, and Billing.

RACC will order services for resale directly from CenturyTel through United States Mail, facsimile or electronic mail. The following describes generally the processes CenturyTel will use for ordering, provisioning and billing for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Guide.

4.3.2 Local Service Request.

Orders for resale of services will be placed utilizing standard Local Service Request (“LSR”) forms. CenturyTel will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by RACC before a request can be processed.

4.3.3 As-Is Transfer

CenturyTel will accept orders for As-Is Transfer (“AIT”) of services from CenturyTel to RACC where CenturyTel is the end-user’s current local exchange company. CenturyTel cannot provide an AIT of service from another CLEC selling CenturyTel’s services to RACC.

**4.4 License to Provide Basic Local Exchange Service.**

When ordering, RACC must represent and warrant to CenturyTel that it is a licensed provider of basic local exchange service for the CenturyTel exchange in which service is requested. RACC will provide CenturyTel with the Commission case number under which its license was issued, upon request. RACC will maintain its own Tariff for services, and provide CenturyTel with a copy, upon request.

#### **4.5 Nonrecurring Charges.**

RACC shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as listed in Appendix A. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits will be charged from the appropriate tariff. No discount applies to nonrecurring charges.

#### **4.6 Transfers Between RACC and Another Reseller of CenturyTel Services.**

When RACC has obtained an end-user customer from another reseller of CenturyTel services, RACC will inform CenturyTel of the transfer by submitting standard LSR forms to CenturyTel.

##### **4.6.1 AIT Transfer From One Reseller to Another.**

CenturyTel cannot accept an order for AIT of service from one CLEC reselling CenturyTel services to another reseller of CenturyTel services.

#### **4.7 Local Calling Detail.**

Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to RACC does not include local calling detail. However, RACC may request and CenturyTel shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

#### **4.8 Originating Line Number Screening (OLNS).**

Upon request, CenturyTel will update the database to provide OLNS which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

#### **4.9 Maintenance, Testing and Repair.**

CenturyTel will provide repair and maintenance services to RACC and its end-user customers for resold services in accordance with the same standards and charges used for such services provided to CenturyTel end-user customers. CenturyTel will not initiate a maintenance call or take action in response to a trouble report from a RACC end-user until such time as trouble is reported to CenturyTel by RACC. RACC must provide to CenturyTel all end-user information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the Guide.

#### **4.10 Services Available for Resale.**

Description of Local Exchange Services Available for Resale.

##### **4.10.1 Resold Basic Local Exchange Service**

Resold Basic Local Exchange Service includes, but is not limited to, the following elements:

- (A) Local Service – Residential (includes a telephone number and dial tone), as described in the applicable tariff;
- (B) Local Service – Business (includes a telephone number and dial tone), as described in the applicable tariff;
- (C) Local Calling - at local usage measured rates if applicable to the end-user customer, as described in the applicable tariff;
- (D) End-user Private Line services, as described in the applicable tariff;
- (E) Listing of telephone number in appropriate "white pages" directory; and
- (F) Copy of "White Pages" and "Yellow Pages" directories for the appropriate CenturyTel service area

**4.11 Other Services Available for Resale.**

Subject to the limitations enumerated in Article IV of this Agreement, the type of resold services made available to RACC are those telecommunication services described in CenturyTel's retail tariffs, as amended from time to time. Any new retail services that CenturyTel offers in such tariffs to customers who are not telecommunications carriers may also be available to RACC for resale under the same terms and conditions contained in this Agreement. The services available for resale include, but are not limited to:

- (A) Dedicated Communications Services, as described in the applicable tariff;
- (B) PBX Trunk Service, as described in the applicable tariff;
- (C) ISDN Service, as described in the applicable tariff;
- (D) Centrex Service, as described in the applicable tariff;
- (E) Inbound Services, as described in the applicable tariff;
- (F) Customer owned payphone services, as described in the applicable tariff;

**4.12 Promotional Services.**

CenturyTel shall make available for resale, those promotional offerings that are greater than 90 days in duration and the special promotional rate will be subject to the applicable resale discount.

**4.13 Rates.**

The prices charged to RACC for Local Exchange Services shall be as defined in the applicable CenturyTel Local exchange tariff for resellers pursuant to Section 357 if the MTA, MCL 484.2357. Where a tariffed resale rate is not established for a service, the price for such service shall be the retail tariff rate.

**4.14 Grandfathered Services.**

Services identified in CenturyTel Tariffs as grandfathered in any manner are available for resale only to end-user customers that already have such grandfathered service. An existing

end-user customer may not move a grandfathered service to a new service location. Grandfathered Services are subject to a resale discount.

**4.15 Access.**

CenturyTel retains all revenue due from other carriers for access to CenturyTel facilities, including both switched and special access charges.

**4.16 Nondiscriminatory Provision of Resale Services.**

Resale Services made available by CenturyTel for resale hereunder and any electronic services or systems functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality to that provided by CenturyTel to itself or to any subsidiary, Affiliate or any other person to which CenturyTel directly provides the Resale Service, including CenturyTel's retail Customers.

CenturyTel shall provision Resale Services with the same timeliness that such Resale Services are provisioned to CenturyTel's subsidiaries, Affiliates, or other persons to whom CenturyTel directly provides the Resale Service, including CenturyTel's retail Customers.

**4.17 Standards of Performance.**

CenturyTel shall provide Resale Services to RACC (i) in accordance with Section 4.16 as determined by this Section 4.17 and (ii) as may be required by the Commission (collectively, the "Resale Performance Benchmarks").

**4.17.1 Credit Allowances**

RACC shall also be entitled to any Credit Allowances pursuant to the same terms and conditions that CenturyTel offers Credit Allowances to its retail Customers.

**4.18 Primary Local Exchange and Interexchange Carrier Selections**

The Parties shall apply all of the principles set forth in the Act and Applicable Law, including 47 C.F.R. § 64.1100 and the Commission's Procedures for Changing Telecommunications Service Providers to the process for Customer selection of a primary local exchange carrier. CenturyTel shall not require a disconnect order from an RACC Customer, or another LEC, in order to process an RACC order for Resale Service for an RACC Customer. CenturyTel shall advise RACC whenever an RACC Customer has selected another primary local exchange carrier by giving notice via an electronic interface within twenty-four (24) hours of the change being provisioned by CenturyTel. RACC shall deliver to CenturyTel a representation of authorization that applies to all orders submitted by RACC under this Agreement that require a primary local exchange carrier change. Such representation of authorization shall be delivered to CenturyTel prior to the first order submitted by RACC. RACC shall retain on file all applicable Documentation of Authorization, including letters of agency, relating to the Customer's selection of RACC as its primary local exchange carrier, which documentation shall be available for inspection by CenturyTel at its request during normal business hours.

#### 4.18.1 Carrier Selection Disputes.

If any disputes should occur concerning the selection of primary local exchange carriers by the Customers of a Party, the following dispute escalation procedures shall be followed:

- (A) If a Customer of either Party or a customer of any other carrier denies authorizing a change in his or her primary local exchange carrier selection to a different LEC (“Unauthorized Switching”), CenturyTel shall switch that Customer back to the authorized primary local exchange carrier in accordance with the terms of the Resale Tariff. However, in the case of unauthorized changes of RACC Customers to CenturyTel, CenturyTel shall also have the duties of the “Carrier” as enumerated in such Resale Tariff, but will pay the Unauthorized Switching Charge (as described in the Resale Tariff) to RACC.
- (B) If CenturyTel reports or otherwise provides information on unauthorized primary local exchange carrier changes to the FCC, the Commission or any other governmental entity, CenturyTel agrees to report on RACC unauthorized primary local exchange carrier changes separately from unauthorized PIC changes.
- (C) The Parties agree that in the event the Resale Tariff is withdrawn by CenturyTel or materially revised, they will promptly meet and negotiate in good faith a revised procedure for resolving carrier selection disputes. If the Parties are unable to agree upon such revised procedure within thirty (30) days of a Party's request to commence the negotiations, the dispute resolution procedures set forth in Section 3.15 will be implemented.

#### 4.18.2 Notification of Previous Carrier

When CenturyTel receives an order for Resale Service from RACC for RACC' Customer, and CenturyTel currently provides resale local exchange telecommunications services to another carrier (“Carrier of Record”) for the same Customer, CenturyTel shall notify such Carrier of Record of such order coincident with processing the order. It shall then be the responsibility of the Carrier of Record and RACC to resolve any issues related to that Customer. RACC agrees to indemnify and hold CenturyTel harmless against any and all Losses that may result from CenturyTel acting under this Section 4.18.2.

#### 4.18.3 PIC Only Change

When notified by RACC or through the Customer Access Record Exchange system (CARE) that a Customer has changed its presubscribed interexchange carrier (“PIC”) selection only from one IXC to another IXC, CenturyTel shall provision the PIC only change. CenturyTel will modify its process to conform with industry accepted standards and the requirements of the FCC or the Commission.

### 4.19 Service Functions.

#### 4.19.1 Point of Contact for Resale Purchase Customer.

- (A) Primary Point of Contact. Except as otherwise provided in this Agreement, RACC shall be the primary point of contact for all RACC Customers.

- (B) Service Referrals. CenturyTel shall refer all questions regarding any RACC service or product directly to RACC in accordance with the procedures set forth in the Implementation Plan. CenturyTel shall use its best efforts to ensure that all CenturyTel representatives who receive inquiries regarding RACC services do not in any way disparage or discriminate against RACC or its products or services.
- (C) Customer Contact Employee Training. CenturyTel shall provide training for all its employees who may communicate, either by telephone or face-to-face, with RACC Customers to assure that the requirements of this Agreement are met. Furthermore, the same quality standards that CenturyTel requires of its employees when contacting an CenturyTel Customer (e.g., honesty, respect and courtesy) shall apply when its employees are in contact with RACC Customers.

#### **4.20 Responsibilities of RACC.**

##### **4.20.1 Customer Service Telephone Numbers.**

RACC shall be responsible for providing to its Customers and to CenturyTel a telephone number or numbers that RACC' Customers can use to contact RACC in the event of service or repair requests. If RACC' Customers contact CenturyTel with regard to such requests, CenturyTel shall inform such Customers that they should call RACC and will provide RACC' contact numbers to such Customers.

##### **4.20.2 Customer Information**

RACC shall provide CenturyTel with accurate and complete information regarding RACC' Customers in a method reasonably prescribed by CenturyTel to allow CenturyTel to keep its Emergency Telephone Number Service database updated, if CenturyTel maintains such a database.

##### **4.20.3 RACC Identifying Information**

Prior to the Effective Date, RACC shall have received and communicated to CenturyTel its Carrier Identification Code and its Access Carrier Name Abbreviation or Interexchange Access Customer Code.

#### **4.21 Responsibilities of CenturyTel.**

CenturyTel shall provide access to the following services where CenturyTel is the underlying 9-1-1 service provider:

- (A) Universal Emergency Number service, a telephone exchange communication service which includes lines and equipment necessary for answering, transferring and dispatching public emergency telephone calls originated by persons within the telephone Central Office areas arranged for 9-1-1 calling.
- (B) Basic 9-1-1 service (where available) provides for routing all 9-1-1 calls originated by Customers having telephone numbers beginning with a given Central Office prefix code or codes to a single PSAP equipped to receive those calls.

- (C) Enhanced 9-1-1 ("E9-1-1") service, which provides additional features to Basic 9-1-1 service, such as selective routing of 9-1-1 calls to a specific PSAP which is selected from the various PSAPs serving Customers within that Central Office area.

Both RACC and its Customers purchasing Resale Service under this Agreement are not charged for calls to the 9-1-1 number, except as provided in any applicable tariff or pursuant to Applicable Law.

## **4.22 Exchange of Billing Information.**

### **4.22.1 Interexchange call detail**

Interexchange call detail forwarded to CenturyTel for billing, which would otherwise be processed by CenturyTel, will be returned to the IXC and will not be passed through to RACC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for 900 and 976 calls or other Information Services Traffic will be passed through when CenturyTel records the message. If RACC does not wish to be responsible for 900 and 976 calls, it must order blocking for resold lines. When the IXC records the 900 and 976 calls, the call detail will be returned to the IXC.

Upon RACC' request, CenturyTel will recourse charges on 900 and 976 calls to the Information Service provider in accordance with existing agreements with such providers. If the provider will not accept recourse, CenturyTel will notify RACC, and RACC, at its option and expense, may pursue any rights which CenturyTel may have under such agreements to contest such charge. If RACC elects not to contest such charges or such Information Service provider does not accept the recourse, RACC will promptly pay CenturyTel for such charges and the dispute shall be solely between RACC and the Information Service provider.

### **4.22.2 RACC's Customers' Billing Information**

RACC shall be responsible for providing all billing information to its Customers who purchase Resale Services from RACC.

### **4.22.3 Billing for Resale Services**

CenturyTel shall bill RACC for Resale Services provided by CenturyTel to RACC pursuant to the provisions of this Agreement. CenturyTel shall recognize RACC as the Customer of Record for all Resale Services and will send all notices, bills and other pertinent information directly to RACC. The bill will include sufficient data to enable RACC to bill all charges to its Customers and reconcile the billed charges from CenturyTel.

## **4.23 Use of Service.**

### **4.23.1 Responsibility for Customer Use**

RACC, and not CenturyTel, shall be responsible to ensure that its and its Customers' use of the Resale Services comply at all times with Applicable Law. CenturyTel may refuse to furnish or may disconnect Resale Services of RACC or, as appropriate to RACC' Customer, when:



- (A) An order is issued by a court, the Commission or any other duly authorized agency, finding that probable cause exists to believe that the use made or to be made of a Resale Service is prohibited by Applicable Law, or
- (B) CenturyTel is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CenturyTel 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.

The provisions described in this Section 4.23.1 shall apply only to the specific affected Resale Services.

4.23.2 Termination of Resale Services

Termination of Resale Service shall take place after reasonable notice is provided to RACC, or as ordered by a court.

4.23.3 Telephone Consumer Protection Act

To the extent provided under the Telephone Consumer Protection Act (47 U.S.C. §227) and regulations thereunder, Resale Service shall not be used for the purpose of solicitation by recorded message when such solicitation occurs as a result of unrequested calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

4.23.4 Interference with Other Persons

The Resale Services shall not be used in any manner that interferes with other persons in the use of their Telecommunications Service, prevents other persons from using their Telecommunications Services, or otherwise impairs the quality of service to other carriers or CenturyTel's Customers.

4.23.5 Unreasonable Interference

If RACC's use of Resale Services interferes unreasonably with the Resale Services of other carriers or their customers or CenturyTel or RACC' Customers, RACC shall be required to take Resale Services in sufficient quantity or of a different class or grade to correct such interference.

**ARTICLE V  
VIRTUAL COLLOCATION**

**5.0 Virtual Collocation.**

Virtual Collocation will be provided to RACC in CenturyTel's Alanson, Brutus, Levering, Boyne Falls and Elmira exchanges. Pricing will be negotiated based on a bona fide request from RACC for each location. Virtual collocation pricing for Alanson has been agreed to by the Parties and is part of a separate Virtual Collocation/ Entrance Facility Authorization Contract date September 30, 2002.

**5.1 Billing.**

CenturyTel shall bill RACC for Collocation pursuant to the requirements of this Agreement.

**5.2 Protection of Service and Property.**

Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees, agents, and representatives agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

**5.2.1 Backup and Recovery**

CenturyTel shall use its existing back-up and recovery plan in accordance with its standard policies for the specific Central Office.

## **ARTICLE VI LINE SHARING**

### **6.1 General.**

#### 6.1.1 Description of Service.

For purposes of this Agreement, line sharing is access to the high frequency portion of the loop network element, which is defined as the frequency range above the voiceband on a copper loop facility that is being used by CenturyTel to carry analog circuit-switched voiceband transmissions. CenturyTel shall provide line sharing to RACC on a nondiscriminatory basis for use only in the provision of telecommunications service in accordance with, and subject to, the terms and conditions of this Agreement and Applicable Law.

#### 6.1.2 Definitions for Line sharing

- (A) xDSL: A generic term used to reference Digital Subscriber Line and Digital Subscriber Line equipment, services and technologies.
- (B) Asymmetric Digital Subscriber Line (ADSL): A transmission technology that uses an existing twisted copper pair local loop from CenturyTel's Wire Center to the end-user's premises in order to send high speed digital signals up and down the copper loop, and specifically sending more information one way than the other.
- (C) G.Lite: Also known as "ADSL Lite", an ADSL technology that eliminates the necessity of a splitter on the end-user premises and also eliminates the need for rewiring of the end-user premises, where ADSLs combine data and analog voice. G.Lite ADSL is application-specific and designed for high-speed Internet access.
- (D) Rate-Adaptive ADSL: A developmental variation of ADSL that uses advanced ADSL modems capable of sensing the performance of the copper loop and adjusting transmission speed accordingly.
- (E) Multiple Virtual Lines: A splitter-less DSL modem system that allows voice and high-speed data to operate simultaneously over a single twisted pair copper loop.
- (F) PSD mask parameters: A Power Spectral Density ("PSD") limitation on the upstream and downstream frequencies of ADSL.
- (G) T1.413: The American National Standards Institute ("ANSI") standard for ADSL.

### **6.2 Basic Requirements.**

The following requirements shall serve as conditions to provide line sharing hereunder:

- (A) Line sharing will be permitted for any voice compatible xDSL (“DSL”) technologies that are presumed acceptable for deployment pursuant to applicable FCC rules and orders, including without limitation Asymmetric Digital Subscriber Line (“ADSL”), G.Lite, Rate-Adaptive ADSL and Multiple Virtual Lines. As additional technologies that may be compatible with existing services on a loop become available, the parties will address their possible deployment, consistent with the requirements of applicable FCC rules and orders. The DSL technology used by RACC will be within the PSD mask parameters set forth in T1.413 or other applicable industry standards.
- (B) CenturyTel, or RACC reselling CenturyTel’s services, provides retail analog circuit switched voice band service (“Voice Service”) on the loop to the same end-user for which RACC provides the DSL line sharing service. If CenturyTel, or RACC reselling CenturyTel’s services, discontinues the provision of such Voice Service for any permissible reason not prohibited by Applicable Law, CenturyTel shall provide notice to RACC via U.S. certified mail, E-mail, or facsimile that the Voice Service has been discontinued. The parties shall cooperatively discontinue the end-user’s DSL line sharing service within five (5) business days after receipt by RACC of such notice, unless (i) within five (5) business days, RACC notifies CenturyTel via U.S. certified mail or facsimile that it desires to continue providing DSL service to the end-user over an unbundled loop without line sharing, and (ii) CenturyTel is required by law to provide such unbundled loop. If RACC does not make an affirmative election during said five (5) business day period, CenturyTel shall, to the extent reasonably practical, provide notice of this fact to the affected end-user customer and shall, in any event, disconnect the line sharing DSL service at the expiration of said five (5) business day period.
- (C) For existing end-users with line sharing DSL service, CenturyTel shall provide no less than sixty (60) business days notice to RACC via U.S. certified mail or facsimile that it intends to decommission the line shared copper loop. During such sixty (60) business day period, RACC shall notify CenturyTel via U.S. certified mail or facsimile that it desires to: (i) discontinue the end-user’s line sharing DSL service; or (ii) continue providing DSL service to the end-user over an unbundled loop without line sharing. If RACC does not make an affirmative election during said sixty (60) business day period, option (i) shall be implemented.

### **6.3 Availability.**

Provided that the requirements of this Agreement are met, line sharing shall be available under the following circumstances:

- (A) The end-user has Voice Service from CenturyTel, or RACC reselling CenturyTel’s services, and wishes to add DSL service from RACC.
- (B) The end-user has Voice Service and DSL service from CenturyTel, or RACC reselling CenturyTel’s services, and wishes to convert the DSL service to RACC.

- (C) The end-user wishes to establish both new Voice Service from CenturyTel and new DSL service from RACC, subject to the requirement that Voice Service must be established prior to the implementation of DSL service.
- (D) The end-user wishes to establish both new Voice Service from RACC, reselling CenturyTel's services, and new DSL service from RACC, subject to the requirement that Voice Service must be established prior to the implementation of DSL service.

Line sharing is not available where the end-user has had its Voice Service number ported out to another local service provider either through interim number portability or long-term local number portability. In addition, CenturyTel shall not provide line sharing to more than one competitive local exchange carrier per loop.

CenturyTel shall be under no obligation to provision Line sharing in any instance where physical facilities, which meet the requisite technical standards, do not exist. This shall not apply where physical facilities exist, but conditioning is required. In that event, RACC will be given the opportunity to evaluate the parameters of the services to be provided and determine whether and what type of conditioning should be performed at its request at its costs.

#### **6.4 Reservation of Rights.**

Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights: (a) to challenge, or to continue to challenge, the legality and/or propriety of, FCC Rule 51.319, the FCC Line Sharing Order (CC Docket No. 96-98 and 98-147; FCC 99-355) and/or any other related FCC orders or rules, including, without limitation, the FCC Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) which was remanded and vacated in part by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (*See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America*, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000)); (b) to assert or continue to assert that certain provisions of the FCC's First, Second and Third Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; (c) to assert that modifications to this Agreement from a pricing and/or policy standpoint may be necessary to address or account for the use of line sharing for the provision of voice service, including, without limitation, voice over IP or voice over DSL service; (d) to assert or continue to assert any rights or challenges already reserved or existing under the Agreement, including, without limitation, any litigation related to the Agreement; (e) to take any appropriate action relating to the offering of line sharing based on the outcome of any of the actions or challenges described in subparagraphs (a)-(d) above or any other actions. The Parties' consent herein shall not be considered a waiver of any rights granted or clarified by the FCC or the Commission. The Parties enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position the Parties may take on relevant issues before industry forums, state or federal regulatory or legislative bodies, or courts of competent jurisdiction. The provisions of this Section 6.4 shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

## **6.5 Further Assurances.**

The Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of necessary and appropriate standards and processes for the implementation of line sharing, and to document the same for purposes of this Agreement.

## **6.6 Customer Education.**

CenturyTel and RACC shall make end-users aware of the following conditions and requirements:

- (A) Where the end-user is a voice customer of CenturyTel and a DSL customer of RACC, the end-user should call CenturyTel for problems related to its Voice Service. The end-user should call its RACC contact for problems related to its DSL service.
- (B) The end-user's line shared DSL service is dependent on its Voice Service. If there is a problem with the physical line that causes the Voice Service to be inoperative, the end-user may also be unable to use DSL services for some period of time.
- (C) Subject to the requirements of Sections 6.2(B) and (C), end-users will not be able to use RACC line shared DSL services if CenturyTel, or RACC reselling CenturyTel, Voice Services on the shared line are cancelled or terminated for any reason.

## **6.7 Operations Matters.**

### **6.7.1 Copper Network.**

Except as otherwise provided in Section 6.7.2, CenturyTel shall provide line sharing to RACC utilizing an all-copper pair between an end-user customer demarcation location and the main distribution frame in CenturyTel's serving wire center that is jumpered and cross-connected to a RACC collocation arrangement located in said serving wire center. At the serving wire center, CenturyTel shall connect the line to a RACC tie cable via a CenturyTel-provided jumper; provided, however, that RACC must first have obtained said tie cable from CenturyTel to connect to RACC's collocation arrangement.

### **6.7.2 Fiber-Fed DLC Network**

If CenturyTel is providing Voice Service to a customer using a Digital Loop Carrier (DLC) system, and that customer wishes to establish DSL line sharing service with RACC, the following provisions shall apply: on a space-available basis, at such time as it becomes technically feasible, and to the extent required by law or regulation, without waiving any rights to challenge any such law or regulation, CenturyTel shall (a) on a space-available basis, permit RACC to collocate Digital Subscriber Line Access Multiplexer (DSLAM) equipment in remote terminals for the sole purpose of accessing line sharing; (b) provide line sharing over the all-copper pair from the end-user customer demarcation location to a remote terminal; and (c) if requested by RACC, provide RACC with access to dark fiber between the remote terminal and the central office. Fiber-fed DLC consists of an all-copper pair from the end-user

customer demarcation location to a remote terminal (i.e., controlled environmental vault, fiber hut, cabinet or other structure with DSL-capable DLC equipment installed). Fiber fed DLC includes a fiber feeder loop from the central office to the remote terminal.

6.7.3 Splitter.

CenturyTel shall own and provide the splitter for RACC's use. Therefore, the splitter shall be located in an area in the serving wire center to which RACC does not have access (e.g., on or as close to the main distribution frame as practical). Said splitter shall be installed in any of the following locations within the central office, at CenturyTel's discretion--the main distribution frame, in a relay rack mounted arrangement or intermediate frame arrangement. Pursuant to this arrangement, RACC shall obtain the splitter functionality on an individual "port-at-a-time" basis. CenturyTel shall perform all maintenance and repair work (as detailed further below in Section 6.7.11). RACC shall receive its DSL traffic via a tie cable obtained from CenturyTel, running from the main distribution frame to the splitter and then from the splitter to RACC's collocation arrangement. CenturyTel shall provide to RACC loop and splitter functionality that is compatible with any transmission technology that RACC seeks to deploy using the high frequency portion of the loop, provided that such transmission technology is presumed to be deployable pursuant to applicable FCC rules and orders.

6.7.4 Collocation.

CenturyTel will revise collocation applications to include requests for information regarding line sharing equipment. RACC will specify its requirements for line sharing on the collocation application for that central office. If RACC's collocation application is accepted, CenturyTel will make the office ready for line sharing during the interval applicable to RACC's request for collocation. CenturyTel shall complete the installation and provisioning of any tie cable ordered by RACC in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable CenturyTel policies and procedures. CenturyTel shall process all RACC applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms of collocation set forth in this Agreement, applicable CenturyTel policies and procedures and/or applicable CenturyTel tariffs.

6.7.5 Transport.

CenturyTel shall make available to RACC interoffice transport to transport its high frequency traffic between its collocation arrangement in the serving wire center and its point-of-presence, node, or collocation arrangement in a different wire center in accordance with, and subject to, the terms of this Agreement.

6.7.6 End-User Premises Equipment.

RACC must provide the end-user with, and is responsible for the installation of, a modem, splitter, filter(s) and/or other equipment necessary at the end-user premises to receive separate Voice Services and DSL services across the same loop. RACC is also responsible for the installation and maintenance of such equipment. RACC shall determine the necessary customer premises equipment.

6.7.7 Pre-ordering.

During pre-ordering, CenturyTel shall provide RACC with nondiscriminatory access to the loop qualification information required by applicable FCC rules and orders.

6.7.8 Ordering.

Prior to placing a Local Service Request (LSR) for Line Sharing, RACC must obtain and provide a proof of authorization from the end user customer. CenturyTel shall enable RACC to order line sharing by U. S. Mail, E-Mail or facsimile, or other mutually agreed upon process. RACC will submit the LSR requesting line sharing.

6.7.9 Provisioning.

CenturyTel will work cooperatively with RACC to prioritize the order and timeframe in which CenturyTel will complete deployment of POTS splitters and other equipment necessary to provision line sharing in CenturyTel's offices where RACC is currently collocated or where collocation is in the process of being provisioned capable of supporting shared lines. After this Article becomes effective, for offices where RACC notifies CenturyTel of its intent to deploy line sharing, it must provide a rolling six (6) month forecast of line sharing orders, which is updated every three (3) months. These forecasts will be utilized to assist the Parties in the more efficient provisioning of line sharing, but shall not be binding on either Party. These forecasts will be treated as confidential information pursuant to the Agreement and shall be used by CenturyTel solely for wholesale capacity planning purposes. As soon as a central office has a splitter installed, CenturyTel will begin accepting orders for lines served by that office. CenturyTel will initially provision line sharing within its current standard DSL retail provisioning intervals for unconditioned (five (5) business days) and conditioned loops (fifteen (15) business days). The Parties acknowledge that these intervals shall remain at parity with CenturyTel's actual DSL retail provisioning intervals.

6.7.10 Conditioning.

RACC may order conditioning of shared lines, which may involve the removal of bridge taps, filter, extenders and load coils.

6.7.11 Testing, Repair and Maintenance.

(A) CenturyTel shall test the line shared loop to confirm copper continuity and for pair balance prior to completing the installation.

(B) CenturyTel is responsible for all testing of facilities and equipment terminated to its main distribution frame and RACC is responsible for all testing of facilities located within its collocation space. Subject to the requirements of paragraph 6.7.11(d), CenturyTel shall, upon reasonable request by RACC, grant RACC reasonable access to the entire shared loop facility for testing, maintenance, and repair.

(C) CenturyTel will be responsible for repairing Voice Service and the physical line between the network interface device at the end-user premises and RACC demarcation point in the Wire Center. RACC will be responsible for



repairing its DSL services and any end user related DSL component at the end-user premises. Each entity will be responsible for maintaining its own equipment. In response to a trouble ticket opened by RACC, CenturyTel shall conduct any necessary repair work for line sharing and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with CenturyTel's actual retail repair intervals. Line Sharing does not require after hour dispatch by CenturyTel unless specified by the Commission. CenturyTel is responsible for all repair and maintenance of facilities and equipment terminated to its main distribution frame and RACC is responsible for all repair and maintenance of facilities located within its collocation space

- (D) CenturyTel and RACC agree to coordinate in good faith any testing, repair and maintenance that will significantly impact the line shared service provided by the other Party. CenturyTel and RACC will work together to diagnose and resolve any troubles reported by the end-user and to develop a permanent process for repair of shared lines. In the interim, CenturyTel and RACC will work together to address end-user initiated repair requests and to prevent adverse impacts to the end-user. Where CenturyTel has isolated a trouble with the Voice Service to be in RACC provided equipment, CenturyTel shall notify RACC and RACC will be required to clear the trouble associated with the CenturyTel lifeline voice services. Further, where the trouble is associated with the CenturyTel lifeline voice services, it shall be given the highest priority. Where such troubles are not cleared within 3 hours, or if RACC consents before the end of such 3 hour period, CenturyTel has the right to strap-through the voice service on the CenturyTel main distribution frame, isolating RACC equipment from the CenturyTel loop facility. This strap-through arrangement shall be limited in duration to the time necessary to repair the trouble. RACC is responsible for informing CenturyTel of any lifeline data services (e.g. heart monitor), which may be being provided over the high frequency portion of the loop, that would preclude any such strap-through activity by CenturyTel.

#### 6.7.12 End-Users with Burglar Alarm Systems.

CenturyTel shall not be liable for any damages, costs, expenses, etc. which arise in connection with, are caused by or result from line sharing services interference with, or impairment of, the end-user's burglar alarm systems.

#### 6.7.13 DAML Removal.

Upon RACC request, CenturyTel shall be required to remove a Digital Added Main Line ("DAML") when the DAML is used to serve a single end-user and that end-user agrees to the removal. RACC shall be obligated to obtain consent from the end-user prior to requesting such DAML removal. Said consent shall evidence that the end-user knowingly and voluntarily agrees to the discontinuation of any and all services associated with the additional lines which shall be terminated as a result of such DAML removal. RACC is only obligated to obtain said consent so long as CenturyTel obtains the same consent for its own end-users.

## **6.8 Financial Matters.**

### **6.8.1 Pricing.**

Collocation is a prerequisite to line sharing. Carrier must first collocate digital subscriber line access multiplexer (DSLAM) equipment and order applicable tie cables in connection therewith. The rates and charges for line sharing services provided pursuant to this Agreement are set forth on Pricing Schedule attached to and part of this Agreement.

### **6.8.2 Nonwaiver.**

The Parties do not waive, and hereby expressly reserve, their rights to assert or continue to assert that certain of the rates, charges or terms established in any other proceeding (including, without limitation, the Line Sharing Rates) are unlawful, illegal and improper. The Parties further expressly reserve their past, present and future rights to challenge and seek review of any and all such rates, charges or terms in any court or commission of competent jurisdiction or other available forum. Such terms, rates or charges are further subject to change and/or modification resulting from future orders or decisions of any commission, court or other governmental authority having competent jurisdiction that address the following: (a) CenturyTel's costs (e.g., actual costs, contribution, undepreciated reserve deficiency, or similar CenturyTel costs); (b) the establishment of a competitively neutral universal service system; (c) any and all actions seeking to invalidate, stay, vacate or otherwise modify any FCC order in effect as of the effective date, or during the term, of this Agreement which impact such terms, rates and/or charges, including, without limitation, the matters described in Section 6.4 or (d) any other relevant appeal or litigation. If any such rates, charges and/or terms are adjusted or otherwise modified, in whole or in part, in the proceeding or in any other proceeding, then this Agreement shall be deemed to have been automatically amended, and such amendment shall be effective upon the date of the applicable order. The Parties agree that the provisions of this Section shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time. The Parties acknowledge that either Party may seek to enforce the provisions of this Section before a commission or court of competent jurisdiction.

**ARTICLE VII**  
**ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS OF WAY**

**7.1 Access to Poles Ducts, Conduits and Rights-of-way**

To the extent required by the Act, CenturyTel and RACC shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, if CenturyTel and RACC desire access to the other Party's poles, ducts, or ROWs, CenturyTel and RACC shall execute pole attachment and conduit occupancy agreements. RACC agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to CenturyTel facilities or uses CenturyTel's conduit according to the terms of this Agreement. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

**ARTICLE VIII  
EXECUTION**

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as of this 30day of September, 2002.

**CenturyTel of Michigan, Inc.**

**RACC Enterprises, LLC.**

By: \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## PRICING SCHEDULE

General. The rates for resold services described in Article IV, Section 4.1 are based rates established in the CenturyTel Local Exchange Tariff. Services provided that are not included in the local exchange tariff are listed below.

	<b>Monthly Rate</b>
<b>Collocation/Entrance Facility</b>	<b>ICB</b>
<b>Line Sharing</b>	
DSL line sharing per line	\$ 9.00
DSL Feeder from remote to Host office per DS1	\$164.75
<b>Channel Termination Elements</b>	
2 wire Channel Termination per Termination	\$ 47.62
High Capacity 1.544 Mbps per Termination	\$ 164.75
<b>Non-Recurring Charges (NRCs) for Collocation</b>	
Quote Preparation/Engineering Costs	\$3,500.00
Service Order Charge(change or modification)	\$ 115.00
Collocation/Entrance Facility per each collocation request/site	ICB
<b>NRCs for Line Sharing and Channel Terminations</b>	
<b>Line Sharing</b>	
Company owned pots splitter	ICB
DSL Line Conditioning - if needed	\$ 95.00
<b>Channel Termination Charges</b>	
<b>Ordering and Provisioning</b>	
Engineered Initial Service Order (ISO)	\$ 295.00
Non-Engineered ISO	\$ 49.50
Central Office Connection	\$ 12.25
Outside Facility Connection	\$ 68.30
<b>Labor</b>	
Engineering per 1/2 hour – Basic	\$ 52.70
Engineering per 1/2 hour- Overtime	\$ 79.05
Engineering per 1/2 hour- Premium	\$ 105.40
Technician per 1/2 hour –Basic	\$ 34.20
Technician per 1/2 hour – Overtime	\$ 51.35
Technician per 1/2 hour – Premium	\$ 68.45
Inspector per 1/2 hour	\$ 51.35

## **NRCs for Resale Services**

### Pre-ordering

CLEC Account Establishment Per CLEC	\$ 273.10
Customer Record Search Per Account	\$ 11.70

### Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$ 312.00
Engineered Initial Service Order - As Specified	\$ 123.85
Engineered Subsequent Service Order	\$ 59.60
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.60
Non-Engineered Initial Service Order - As Specified	\$ 82.15
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.25
Central Facility Connect	\$ 68.30

### **Basic Contract Early Termination Charge**

ICB

### Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

### Custom Handling

Service Order Expedite:	
Engineered	\$ 35.50
Non-Engineered	\$ 12.60
Coordinated Conversions:	
ISO	\$ 17.75
Central Office Connection	\$ 10.75
Outside Facility Connection	\$ 9.60
Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.85
Outside Facility Connection	\$ 38.35
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 4.90
Central Office Connection	\$ 9.45
Outside Facility Connection	\$ 8.40

### **Application of NRCs**

#### Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that RACC orders any service from this Agreement.

Customer Record Search applies when RACC requests a summary of the services currently subscribed to by the end-user.

#### Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from CenturyTel to RACC. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from CenturyTel to RACC. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

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

#### Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if RACC requests service prior to the standard due date intervals.

Coordinated Conversion applies if RACC requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if RACC requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.