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February 6, 2007

VIA HAND DELIVERY

Chairman Sara Kyle
c/o Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

07-00041

**Re: EAS Traffic Exchange Agreement between CenturyTel of Adamsville, Inc.
and Charter Fiberlink – Tennessee, LLC**

Dear Chairman Kyle:

Enclosed please find the original and 16 copies of an EAS Traffic Exchange Agreement between CenturyTel of Adamsville, Inc. and Charter Fiberlink – Tennessee, LLC for filing and approval by the Tennessee Regulatory Authority. Please return ~~two~~ THREE copies of the EAS Traffic Exchange Agreement, which I would appreciate your stamping as “filed,” and returning to me by way of our courier. Finally, a check in the amount of \$50.00 made payable to the Tennessee Regulatory Authority is enclosed to cover the filing fee in this matter.

Should you have any questions with respect to this filing, please do not hesitate to contact me at the telephone number listed above.

Very truly yours,



R. Dale Grimes

RDG/ms

Enclosures

cc: Ms. Cathy Quinn
Ms. Donna Barham

EAS TRAFFIC EXCHANGE AGREEMENT

BETWEEN

CenturyTel of Adamsville, Inc.

AND

CHARTER FIBERLINK – TENNESSEE, LLC

IN THE STATE OF TENNESSEE

This Traffic Exchange Agreement (the "Agreement") is by and between CenturyTel of Adamsville, Inc., with the address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Charter Fiberlink – Tennessee, LLC ("Charter"), in its capacity as a certified Provider of local two-way wireline dial-tone service, with its address for this Agreement at 12405 Powerscourt Drive, St. Louis, Missouri 63131. (CenturyTel and Charter being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Tennessee only (the "State").

WHEREAS, direct and/or indirect connections between Local Exchange Carriers (LECs) are necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner; and

WHEREAS, the Parties wish to enter into an agreement to exchange and terminate traffic on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks and the mutual exchange of traffic;

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 Charter hereby covenant and agree as follows:

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

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

CenturyTel represents and warrants that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. Pursuant to Section 251 (f)(1) of the Act, CenturyTel is exempt from Section 251 (c) of the Act. Notwithstanding such exemption, CenturyTel has entered into and accepted this Agreement for purposes of exchanging EAS Traffic as defined herein, with CLEC. CenturyTel's execution of the Agreement does not in any way constitute a waiver or limitation of CenturyTel's rights under Section 251 (f)(1) or 251 (f)(2) of the Act. Accordingly, CenturyTel expressly reserves the right to assert its right to an exemption or waiver and modification of Section 251 (c) of the Act, in response to other requests for interconnection by CLEC or any other carrier.

ARTICLE II
DEFINITIONS

1. General Definitions.

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

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions.

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

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the initial term of this Agreement shall be for a period of three (3) years, beginning on the Effective Date of this Agreement as defined in Section 36. At the end of the initial term and each renewal term, this Agreement shall automatically renew for additional terms of one year unless either Party gives notice no earlier than one hundred eighty (180) calendar days and no later than ninety (90) calendar days prior to the end of the then-current term of its desire to terminate this Agreement and negotiate a new agreement to govern the exchange of EAS Traffic and Information Access Traffic between the Parties' networks ("Non-Renewal Notice"). If either Party provides a Non-Renewal Notice to the other Party, the Parties shall promptly commence to negotiate in good faith in an effort to reach a new agreement and shall continue to exchange EAS Traffic pursuant to the terms and conditions of this Agreement until they reach a new agreement. If the Parties are unable to negotiate a new agreement within one hundred thirty five (135) calendar days after the date of the Non-Renewal Notice, either Party may petition the Commission to arbitrate any open issues pursuant to Section 252 of the Act.

2.2 Intentionally Deleted

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. Following the non-defaulting Party's notice to the defaulting Party of its Default, the non-defaulting Party shall not be required to process new service orders until the Default is timely cured. Default means any one or more of the following:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's Certificate of Operating Authority has been revoked by the Commission; or
- (c) A Party's refusal or failure in any material respect to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4 Intentionally Deleted.

2.5 Termination Upon Sale.

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

2.6 Liability Upon Termination.

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

3. Amendments.

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

4. Assignment.

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

5. Authority.

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

6. Responsibility for Payment.

In the event Charter should order services from CenturyTel, CenturyTel may charge Charter and Charter will pay CenturyTel a deposit before CenturyTel is required to provide services under this Agreement, if CenturyTel so deems a deposit appropriate after examination of Charter's payment and/or credit history. A Credit Application furnished to Charter by CenturyTel must be completed by Charter and returned to CenturyTel. Such deposit will be no greater than CenturyTel's estimated two month charges to Charter under this Agreement. Deposits may be modified from time to time based on actual billing history and the credit rating of Charter, subject to the cap on deposits set forth in the preceding sentence. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

7. CLEC Profile.

Before direct interconnection orders can be taken, the CLEC Profile in the form provided by CenturyTel must be completed by Charter and returned to CenturyTel. Among other things Charter will provide CenturyTel with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide. Charter agrees to warrant to CenturyTel that it is a certified provider of telecommunications service in the State. Charter will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as required to reflect its current certification.

8. Contact Exchange.

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

9. Ordering and Electronic Interface.

9.1 Manual interface is currently being used for Charter to order services, and it includes facsimile orders and E-mail orders in accordance with the CenturyTel Service Guide. Conventional electronic ordering interface is not currently available. If CenturyTel later makes electronic interface ordering available to Charter, then the Parties agree that, to the extent practicable, electronic interface will be used by Charter for ordering services and manual interface will be discontinued unless this is impracticable.

10. Billing and Payment.

Each Party shall bill the other Party on a monthly basis for all applicable charges under this Agreement. Charges will be billed in advance for all services and facilities to be provided during the next billing period except for charges associated with service usage and nonrecurring charges, which will be billed in arrears. Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), Charter and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

10.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges for services or facilities that were provided more than one (1) year prior to the current billing date.

10.2 Billing Disputes.

10.2.1 Unpaid Amounts. 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) calendar days after the bill date. The billed Party shall pay by the payment due date all amounts that are not disputed within sixty (60) calendar days after the bill date, subject to the right to dispute amounts after payment as provided in Section 10.2.2.

10.2.2 Paid Amounts. If one Party disputes an amount previously paid to the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within one hundred eighty (180) calendar days after the bill date. If the billed Party fails to dispute any amount within such one hundred eighty (180) day period, whether paid or not, the amount billed shall conclusively be deemed correct, and the billed Party shall be deemed to have

waived any right to dispute its obligation to pay such amount or to seek a refund therefor.

10.2.3 Resolution of Disputes. All disputes concerning billed amounts will be resolved pursuant to the Dispute Resolution provisions set forth in Section 18. Upon resolution of any disputed charges:

(i) no later than the second bill date following resolution of the dispute, the Provider shall credit the billed Party's account for all disputed amounts resolved in favor of the billed Party, any late payment charges actually paid by the billed Party with respect to such disputed amounts, and interest at the same rate as the late payment charge on all amounts actually paid by the billed Party with respect to such disputed amounts; and

(ii) within fifteen (15) calendar days following resolution of the dispute, the billed Party shall remit to the Provider any unpaid portion of all disputed amounts resolved in favor of the Provider, together with applicable late payment charges on such unpaid amounts.

10.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a 1.5% charge per month on the past due balance. Such late payment charges shall be included on the Provider's next statement.

10.4 Due Date.

Payment is due within thirty (30) calendar days after the bill date.

10.5 Audits.

10.5.1 In General

Either Party may conduct an audit of the other Party's books and records pertaining to the Services or facilities provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of traffic data, 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 and at the location where the audited Party keeps its books and records; (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. Notwithstanding the foregoing, each Party's right to access information for review and auditing purposes shall be limited to data not in excess of twelve (12) months in age.

11. Binding Effect.

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

12. Intentionally Deleted.

13. 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.

14. Confidential Information.

14.1 Identification.

A Party (the "Disclosing Party") may disclose to the other Party or any of its employees, contractors or agents (collectively, the "Receiving Party") 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 Charter pursuant to this Agreement, and information that would constitute customer proprietary network information of Charter end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Charter end users, whether disclosed by Charter to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement shall be deemed to be the Confidential Information of Charter.

14.2 Handling.

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

- (a) That all Confidential Information disclosed to a Receiving Party shall be and shall remain the exclusive property of the Disclosing Party;
- (b) To limit access to a Disclosing Party's Confidential Information to authorized employees of the Receiving Party who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep a Disclosing Party's Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the Disclosing Party's Confidential Information as the Receiving Party exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose a Disclosing Party's 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 Disclosing Party;
- (e) To return promptly any copies of a Disclosing Party's Confidential Information to the Disclosing Party at its request; and
- (f) To use a Disclosing Party's 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.

14.3 Exceptions.

The obligations and restrictions in Section 14.2 shall not apply to any Confidential Information that the Receiving Party can demonstrate (a) was legally in the Receiving Party's possession prior to receipt from the Disclosing Party, (b) was received in good faith from a third party not subject to a confidential obligation to the Disclosing Party, (c) now is or later becomes publicly known through no breach of confidential obligation by the Receiving Party, (d) was independently developed by the Receiving Party without the developing persons having access to any of the Confidential Information received in confidence from the Disclosing Party, or (e) 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 Receiving Party shall give prior notice of any such subpoena or other legal process to the Disclosing Party and shall reasonably cooperate if the Disclosing Party deems it necessary to seek protective arrangements. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over the subject matter of this Agreement, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

14.4 Survival.

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

15. Consent.

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

16. Fraud.

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account in cases of fraud by the other Party's end-user customers or on the other Party's end-user customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network.

17. Reimbursement of Expenses.

If requested by Charter and with prior approval, CenturyTel may be required to make expenditures or incur costs that are not otherwise reimbursed under this Agreement. In such event CenturyTel is entitled to reimbursement from Charter for all such reasonable and approved costs and expenses. For all such costs and expenses CenturyTel shall receive through non-recurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel's common costs.

18. Dispute Resolution.

18.1 Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission and when arbitration by the Commission is otherwise provided for herein, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation to the extent reasonably possible. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations.

At the written request of either Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by business representatives of each Party. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in any arbitration, lawsuit or regulatory proceeding without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in any arbitration, lawsuit or regulatory proceeding.

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) calendar days after the initial written request, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such dispute may also be submitted to binding arbitration before the American Arbitration Association (AAA) or such other commercial arbitrator as mutually agreed upon by the Parties. Each Party shall bear its own costs arising from any formal dispute resolution process, except that the Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

18.4 Continuous Service.

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

19. Entire Agreement.

This Agreement, together with all appendices attached hereto, 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. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

20. 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.

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

22. 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.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to its conflict of laws principles and, when applicable, in accordance with the requirements of the Act and the FCC's implementing regulations.

24. Standard Practices.

The Parties acknowledge that CenturyTel shall be adopting some industry standard practices (e.g., Ordering and Billing Forum (OBF)) and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide. Charter agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement; provided, however, in the event of any inconsistency, ambiguity, conflict or other discrepancy between or among such standard practices and this Agreement, this Agreement shall control.

25. Headings.

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

26. Independent Contractor Relationship.

Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the

Parties, or any relationship other than that of Provider and Customer of services. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Parties' end-user customers or others.

27. Law Enforcement Interface.

27.1 In the event a Party receives a law enforcement surveillance request related to an end-user customer of the other Party, the Party initially contacted shall direct the agency to the other Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or other form of interception device on the receiving Party's own network facilities, in which case the receiving Party will comply with such valid law enforcement surveillance request to the extent the receiving Party is able to do so.

27.2 Notwithstanding Section 27.1, the Parties agree to work jointly in security matters to support law enforcement agency requirements for taps, traces, court orders, etc.

27.3 If a Party receives an emergency request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an end user of the other Party, the receiving Party will comply with the request so long as it is a valid emergency request. Neither Party will be liable for any claims or damages to the other Party arising from compliance with such valid emergency requests.

28. Liability and Indemnity.

28.1 Indemnification.

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 (collectively "Claims"), whether suffered, made, instituted, or asserted by any third 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, proximately caused by the indemnifying Party's (or its employees, agents or contractors) negligence or willful misconduct or intentional acts or omissions, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any Claims for which it is claimed that the indemnifying Party is responsible under this Section and to reasonably cooperate 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 of any Claim, if the indemnifying Party has not approved the settlement in advance; provided, however, if the indemnifying Party has been provided written notice of the Claim by the Indemnified Party as provided in this Section 28.1 and has failed to timely assume such defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

28.2 End-User and Content-Related Claims.

Each 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 Claims suffered, made, instituted, or asserted by the indemnifying Party's end-users against an Indemnified Party arising from the use

of the Indemnified Party's services or Facilities in connection with the services or Facilities of the indemnifying Party. The indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all Claims 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 arising out of content transmitted by the indemnifying Party or its end-users. Notwithstanding the foregoing, neither Party's indemnification obligations in this Section 28.2 shall be applicable to any Claims to the extent caused by, arising out of or in connection with the negligence, intentional acts or omissions or willful misconduct of the Indemnified Party, including its employees, agents and contractors.

28.3 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY 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.

28.4 Limitation of Liability.

Each Party's liability to the other Party, whether in contract, tort or otherwise, shall be limited to direct damages. 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. The foregoing limitation of liability shall not apply to either Party's indemnification obligations under Sections 28.1 and 28.2.

28.5 Intellectual Property.

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

29. 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 one and the same document.

30. No Third Party Beneficiaries.

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.

31. 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 third day after mailing if delivered by regular U.S. mail, on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt, or on the next business day if delivered by express mail or overnight delivery service. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable street or post office box address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section: Although E-mail will not be used to provide notice, the Parties provide their E-mail addresses below to facilitate informal communications.

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

With a copy to: Carrier Relations Manager
CenturyTel
100 North Union
Suite 132
Montgomery, AL 36104
Telephone number: (334) 263-2736
Facsimile number: (334) 263-6315

If to Charter: Charter Fiberlink – Tennessee, LLC
Attn: Legal Department – Telephone
12405 Powerscourt Drive
St. Louis, Missouri 63131
Facsimile number: (314) 965-6640

With a copy to: Charter Communications, Inc.
Attn: Corporate Telephony – Carrier Relations
12405 Powerscourt Drive
St. Louis, Missouri 63131
Telephone number: (314) 543-5782
Facsimile number: (314) 288-3555

And

Friend, Hudak & Harris, LLP
Attn: Charles A. Hudak, Esq.
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346
Telephone number: (770) 399-9500
Facsimile number: (770) 395-0000

32. Protection.

32.1 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 materially interfere with or materially 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").

32.2 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.

33. Publicity.

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

34. Intentionally Deleted.

35. Intentionally Deleted.

36. Effective Date.

This Agreement will be effective only upon execution by both Parties and approval by the Commission. The "effective date" of this Agreement for all purposes will be the latest date reflected by the signing parties. The Parties agree that orders for services will not be processed until the Agreement is effective.

37. Regulatory Matters.

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

38. Rule of Construction.

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

39. Section References.

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

40. 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.

41. Subcontractors.

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

42. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable final, effective, unstayed 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 final, effective, unstayed law, rule, or regulation, the Parties agree to modify, in writing, the term(s) and condition(s) of this Agreement that are revised, modified or reversed by such final, effective, unstayed law, rule or regulation to bring them into compliance with such final, effective, unstayed law, rule, or regulation. Further, to the extent such final, effective, unstayed, 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 term(s) and condition(s) that are revised, modified or reversed by such final, effective, unstayed law, rule or regulation, should one or both Parties choose to avail themselves of such final, effective, unstayed law, rule, or regulation. The Dispute Resolution provisions of Article III, Section 18 shall govern any disputes arising out of or relating to such modifications. To the extent that subsequent applicable final, effective, unstayed laws, rules or regulations of Federal, State or local governmental authority require modification or negotiation of one or more terms of this Agreement, the Parties agree to begin negotiating such terms within twenty (20) Business Days after such subsequent change. If negotiations fail within forty (40) Business Days thereafter, this matter shall proceed to the Dispute Resolution procedures of Article III, Section 18.

43. Taxes.

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

Notwithstanding anything to the contrary contained herein, Charter is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the

Agreement. Charter is also responsible for furnishing any updates or changes in its tax exempt status to CenturyTel during the Term of the Agreement and extensions thereof. In addition, Charter is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body. It is expressly understood and agreed that the Charter's representations to CenturyTel concerning the status of Charter's claimed tax exempt status, if any, and its impact on this Section 43 are subject to the indemnification provisions of Section 28.1, which for purposes of this Section, may be exercised by CenturyTel.

43.1 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.

43.2 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 may include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

44. Trademarks and Trade Names.

No patent, copyright, trademark or other proprietary right is licensed, granted, or otherwise transferred by this Agreement. 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.

45. 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 continuing or future waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

46. Environmental Responsibility.

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

47. TBD Prices.

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

ARTICLE IV

CONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of Direct and Indirect Network Connections between CenturyTel and Charter for the transport and termination and billing of EAS Traffic between CenturyTel and Charter for the EAS Traffic routes set forth at Appendix C. For purposes of this Agreement, EAS Traffic shall be defined per Appendix B, Section 1.33. Traffic not meeting the definition of EAS Traffic is not subject to this Agreement. Each Party reserves the right to otherwise seek compensation for such non-EAS Traffic including the imposition of access charges where appropriate.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

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

2.2 Rates and Charges.

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

2.3 Billing.

Each Party shall render to the other Party invoices for services provided under this Agreement on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of EAS Traffic, shall be billed in arrears.

2.4 Billing Specifications.

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

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

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

3. Transport and Termination of EAS Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate EAS Traffic originating on each other's networks utilizing either Direct or Indirect Network Connections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation for Exchange of EAS Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of EAS Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill-and-Keep. The Parties shall assume that EAS Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to transport and termination of EAS Traffic. Either Party may initiate a traffic study no more frequently than once in any consecutive twelve (12) month period. Such traffic study shall examine all EAS Traffic excluding EAS Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for EAS Traffic excluding EAS Traffic that is also Information Access Traffic per month for three (3) consecutive months, either Party may notify the other that mutual compensation will commence for such EAS Traffic, excluding EAS Traffic that is also Information Access Traffic, pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement, unless otherwise agreed or until another traffic study establishes that the volume of EAS Traffic excluding EAS Traffic that is also Information Access Traffic is no longer out of balance. EAS Traffic that is also Information Access Traffic will remain subject to Bill-and-Keep.

3.3 Transiting EAS Traffic.

The Parties will provide transiting for EAS Traffic between the Parties' end offices subtending each other's access tandem.

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

4. Network Connection.

4.1 Network Connection Architecture.

Charter may connect with CenturyTel on its network at any one of the minimum Currently Available points required by the FCC. Any request for a connection at

point not currently available will be reviewed on an individual case basis. An additional connection at a second (or more) point (s) will be available to Charter at Charter's cost based upon applicable tariff rates for the capacity ordered. Based on the configuration, the installation time line will vary considerably, however, CenturyTel will work with Charter in all circumstances to install the IP within 120 calendar days absent extenuating circumstances.

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

- a. A Mid-Span Fiber Meet on CenturyTel's network at a point at or near the border of CenturyTel's exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP with each Party being individually responsible for its incurred costs in establishing this arrangement. The IP is the demarcation between ownership of the fiber transmission facility.
- b. A special access and/or CLEC Dedicated Transport arrangement terminating at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs. These facilities will meet the standards set forth in such tariffs.
- c. The Parties may exchange EAS Traffic indirectly via an Indirect Network Connection through any carrier to which both Parties' networks are interconnected directly or indirectly. In the event that a Party sends traffic through a transiting carrier, each Party acknowledges that it is the originating Party's responsibility to enter into the appropriate transiting arrangements with the transiting carrier and to be responsible for all service arrangements with and charges payable to the transiting carrier for such transit service with respect to its originated EAS Traffic.

4.1.2 Where direct connection is utilized under options (a) or (b) above, the Parties will mutually designate at least one IP located on CenturyTel's network within a LATA, or at such other location(s) as mutually agreed upon by the Parties, for the exchange of EAS Traffic within CenturyTel's Local Calling Areas.

4.2 Compensation.

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

4.2.1 Mid-Span Fiber Meet: Each Party shall pay for the interconnection facilities on its side of the IP. The IP will be at a technically feasible point on CenturyTel's network at a point at or near the border of CenturyTel's exchange area.

4.2.2 Special Access: Each Party shall pay for the interconnection facilities on its side of the IP. The IP will be at a technically feasible point on CenturyTel's network within each CenturyTel Local Calling Area or such other location as mutually agreed upon by the Parties.

4.3 Trunking Requirements.

The Parties shall meet and agree on trunking availability and requirements in order for the Parties to begin exchange of traffic.

- 4.3.1 Charter initiates orders for trunk-side EAS Traffic connection services by sending an ASR to CenturyTel. The ordering process is described in the CenturyTel Service Guide. The ASR will be reviewed by CenturyTel for validation and correction of errors. Errors will be referred back to Charter. Charter then will correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR.
- 4.3.2 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of EAS Traffic or either Party may elect to provision its own one-way trunks for delivery of EAS Traffic to the other Party. If a Party elects to provision its own one-way trunks for EAS Traffic, that Party will be responsible for its own expenses associated with the trunks.
- 4.3.3 Neither party shall route non-EAS Traffic over local connection trunks.
- 4.3.4 End-Office Trunking. Upon mutual agreement, the Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a Charter end office and a CenturyTel end office.
- 4.3.5 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly engineered to the appropriate State grade of service standard.
- 4.3.6 Charter and CenturyTel agree to use diligent efforts to develop and agree on a Joint Connection Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate State grade of service standard. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.7 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.
- 4.3.8 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.
- 4.3.9 The Parties will support intercompany 64kbps clear channel where available.
- 4.3.10 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

4.4 Trunk Forecasting.

- 4.4.1 The Parties shall cooperate to forecast traffic utilization over trunk groups and/or trunk quantities. Before direct interconnection orders can be placed by Charter with CenturyTel, the Parties agree to meet and to develop joint planning and forecasting responsibilities applicable to interconnection services. Forecast information must be provided by each Party to the other Party no less frequently than once a year. Where additional facilities are required, such equipment shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar addition of facilities for the provisioning Party's own internal needs.
- 4.4.2 Description of major network projects that affect the other Party will be provided with the forecasts provided pursuant to Section 4.4.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.4.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

4.5 Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the State grade of service standard or the Joint Connection Plan referenced in Section 4.3.6. When a condition of excess capacity is identified, CenturyTel will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with Charter for possible network efficiency adjustment.

4.6 Joint Trunk Planning Criteria.

In order to facilitate sound and economical network planning and provisioning, CenturyTel deployment of trunks for Charter use may be conditioned on (i) compensation arrangements to reflect CenturyTel's and Charter's proportionate use of the trunking; (ii) a trunk termination charge to Charter for not utilizing the ordered trunking for the forecasted duration; and (iii) whether the Charter ordered trunking is Currently Available.

4.7 Network Redesigns Initiated by CenturyTel.

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

5. Indirect Network Connection.

- 5.1 Indirect Network Connection is intended to handle mutual traffic exchange until EAS Traffic volumes grow to a point where it is economically advantageous to provide a direct connection, as described herein.
- 5.2 Charter is required to establish a direct connection in each instance where Charter has established telephone numbers that are rated to a CenturyTel rate center.

- 5.3 Consistent with Section 8, Article IV, Charter is required to establish a direct connection in each instance where Charter ports a number that is rated to a CenturyTel rate center.
- 5.4 In instances where Charter has not established telephone numbers that are rated to a CenturyTel rate center, but has established telephone numbers that are rated to a rate center that is within the local calling area of CenturyTel end user customers, the Parties agree to establish a direct connection when, for a consecutive three-month period, combined traffic between switches of the Parties reaches a DS-1 equivalent (240,000 combined minutes of use ("MOU") per month).
- 5.5 Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except as provided for in Section 4.1.1 (c).

6. Common Channel Signaling.

6.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network connection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

6.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing.

6.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

6.4 Connection Through Signal Transfer Point (STP).

Charter must interconnect with the CenturyTel STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Such connection shall be negotiated and contracted with the appropriate CenturyTel affiliate.

6.5 Third Party Signaling Providers.

Charter may choose a third-party SS7 signaling provider.

6.6 Multi-Frequency Signaling

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

7. Network Management Controls.

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

ARTICLE V
SIGNATURE PAGE

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

CENTURYTEL OF ADAMSVILLE, INC.

By: Jeffrey S. Glover
Name: Jeffrey S. Glover
Title: Vice President External Relations
Date: 12/19/06

CHARTER FIBERLINK – TENNESSEE,
LLC

By: Ted Schremp
Name: Ted Schremp
Title: SVP & GM, Charter Telephone
Date: 12/4/06

APPENDIX A

1. RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article IV and are subject to change, pursuant to Section 42 of this Agreement, resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel costs), or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

A. Reciprocal Compensation

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

APPENDIX B

DEFINITIONS

1. General Definitions.

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

1.1 Access Service Request (ASR)

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

1.2 Act

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

1.3 Affiliate

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

1.4 Answer Supervision

An off-hook supervisory signal.

1.5 Applicable Law

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

1.6 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.

1.7 Automated Message Accounting (AMA)

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

1.8 Automatic Number Identification (ANI)

The number transmitted through the network identifying the calling party.

1.9 **Basic Local Exchange Service**

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

1.10 **Bill-and-Keep Arrangement**

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

1.11 **Bona Fide Request (BFR)**

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

1.12 **Business Day**

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

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

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

1.14 **Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other.

1.15 **Central Office Switch**

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

1.16 **CenturyTel Service Guide**

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

1.17 **Certificate of Operating Authority**

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

1.18 **CLASS**

CLASS is an acronym for Custom Local Area Signaling Services. It is based on the availability of common channel signaling. CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

1.19 **CLLI Codes**

Common Language Location Identifier Codes.

1.20 **Commission**

The Tennessee Regulatory Authority.

1.21 **Common Channel Signaling (CCS)**

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

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

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

1.23 **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.

1.24 **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.

1.25 **CTOC**

CenturyTel Operating Company.

1.26 **Currently Available**

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

1.27 **Customer**

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

1.28 **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 basis.

1.29 **Dedicated Transport**

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Central Offices. Dedicated Transport may extend between two CenturyTel Central Offices (i.e., interoffice Dedicated Transport) or may extend from a CenturyTel Central Office to a Charter premise (i.e., customer Dedicated Transport). Customer Dedicated Transport remains within the exchange boundaries of the Central Office, while interoffice Dedicated Transport traverses exchange boundaries.

1.30 **Disconnect Supervision**

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

1.31 **DS-1**

A service carried at digital signal rate of 1.544 Mbps.

1.32 **DS-3**

A service carried at digital signal rate of 44.736 Mbps.

1.33 **EAS Traffic**

EAS Traffic is traffic (excluding CMRS traffic) that is originated from an end-user physically located in one exchange and is terminated to an end-user physically located in another exchange that is part of the mandatory Extended Area Service (EAS) or Extended Community Calling (ECC) (as applicable) calling area of the originating end-user's exchange, as defined and specified in CenturyTel's local exchange tariff. EAS Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". As clarification of this definition and for purposes of reciprocal compensation, EAS Traffic will include Internet Protocol-enabled, real time, multi-directional voice calls or other 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 so long as such traffic is originated from an end-user physically located in one exchange and is terminated to an end-user physically located in another exchange that is part of the mandatory EAS or ECC (as applicable) calling area of the originating end-user's exchange, and Information Access Traffic so long as such traffic is originated from an end-user physically located in one exchange and is terminated to an ISP physically located in another exchange that is part of the mandatory EAS or ECC (as applicable) calling area of the originating end-user's exchange.

1.34 **Electronic File Transfer**

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

1.35 **E-911 Service**

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

1.36 **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.

1.37 **Exchange Service**

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

1.38 **Facility**

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

1.39 **FCC**

The Federal Communications Commission.

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

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

1.41 **Indirect Network Connection**

The Interconnection of the Parties' networks for exchange of EAS Traffic through any carrier to which both Parties' networks are interconnected directly or indirectly.

1.42 **Information Access Traffic**

Information Access Traffic, for the purpose of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Information Access Traffic is not EAS Traffic unless the traffic is between an end-user and an ISP that are physically located in the same exchange, or in another exchange that

is part of the same CenturyTel Local Calling Area (including any mandatory Extended Area Service (EAS) and Extended Community Calling areas). The term Information Access Traffic does not include Internet Protocol-enabled, real time, multi-directional voice calls or the transmission of other voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol.

1.43 **Information Service Provider or “ISP”**

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

1.44 **Interconnection Facility**

See “Internetwork Facilities”.

1.45 **Interconnection Point (IP)**

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

1.46 **Interexchange Carrier (IXC)**

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

1.47 **Internetwork Facilities**

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

1.48 **ISDN User Part (ISUP)**

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

1.49 **Line Side**

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

1.50 **Local Calling Area**

Local Calling Area means the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel local exchange tariffs or as established by the Commission, within which end-users of CenturyTel or of another ILEC may, on a non-optional basis, make a call to any other such end-user without incurring a toll charge.

1.51 **Local Exchange Carrier (LEC)**

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

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

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

1.53 **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.

1.54 **Meet Point Billing (MPB)**

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

1.55 **Mid Span Fiber Meet**

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

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

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

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

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

1.58 **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 North American Numbering Plan or NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code", is typically associated with a specialized telecommunications service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

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

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

1.60 **Party/Parties**

CenturyTel and/or Charter.

1.61 **Provider**

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

1.62 **Rate Center**

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

1.63 **Routing Point**

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

1.64 **Service Switching Point or Signal Switching Point (SSP)**

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

1.65 **Signaling Point (SP)**

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

1.66 **Signaling System 7 (SS7)**

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

1.67 **State**

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

1.68 **Subsidiary**

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

1.69 **Switched Access Service**

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

1.70 **Tandem or Tandem Switch**

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

1.71 **Telecommunications Services**

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

1.72 **Third Party Transit Traffic**

Third Party Transit Traffic is traffic that (i) originates on one Party's network that is switched and/or transported by the other Party and delivered to a third party's network, or (ii) originates on a third party's network that is switched and/or terminated by one Party and delivered to the other Party's network.

1.73 **Trunk Side**

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

1.74 **Undefined Terms**

Undefined terms may appear in this Agreement. 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.

1.75 **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.

APPENDIX C

This Appendix C specifies the EAS Traffic routes that are subject to this Agreement. The EAS Traffic routes listed hereunder are subject to change resulting from future Commission or other proceedings.

1. EAS Traffic Routes

All EAS Traffic routes as described in CenturyTel's tariffs on file with the Commission.