

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
**(Effective: 01/18/2008)**

In the Matter of the Application of AT&T Ohio )  
for the Review of an Agreement Pursuant to )  
Ohio Revised Code § 4905.48 and Ohio )  
Administrative Code § 4901:1-6-14(B)(1)(c). )

TRF Docket No. 90-\_\_\_\_\_  
Case No. 08 - 1143 -TP- ATR  
**NOTE: Unless you have reserved a Case # or are filing a Contract,**  
**leave the "Case No" fields BLANK.**

Name of Registrant(s) The Ohio Bell Telephone Company  
DBA(s) of Registrant(s) AT&T Ohio  
Address of Registrant(s) 150 E. Gay St., Room 4-C, Columbus, Ohio 43215  
Company Web Address www.att.com

Regulatory Contact Person(s) Jon F. Kelly  
Regulatory Contact Person's Email Address jk2961@att.com

Phone 614-223-7928 Fax 614-223-5955

Contact Person for Annual Report Michael R. Schaedler  
Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Phone 216-822-8307

Consumer Contact Information Kathy Gentile-Klein  
Address (if different from above) 45 Erieview Plaza, Room 1600, Cleveland, Ohio 44114

Phone 216-822-2395

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

<b>Carrier Type</b> <input type="checkbox"/> Other (explain below)	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF <a href="#">1-6-04(B)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-04(B)</a> (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA <a href="#">1-6-04(B)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-04(B)</a> (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA <a href="#">1-6-04(B)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-04(B)</a> (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA <a href="#">1-6-04(B)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-04(B)</a> (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR <a href="#">1-6-17</a> (0 day Notice)	<input type="checkbox"/> CTR <a href="#">1-6-17</a> (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW <a href="#">1-6-12(A)</a> (Non-Auto)	<input type="checkbox"/> ATW <a href="#">1-6-12(A)</a> (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF <a href="#">1-6-04(B)</a> (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF <a href="#">1-6-05(E)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-05(E)</a> (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF <a href="#">1-6-05(C)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-05(C)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-05(C)</a> (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF <a href="#">1-6-05(E)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-05(E)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-05(E)</a> (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR <a href="#">1-6-17</a> (0 day Notice)	<input type="checkbox"/> CTR <a href="#">1-6-17</a> (0 day Notice)	<input type="checkbox"/> CTR <a href="#">1-6-17</a> (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

<b>Certificate Status</b>	<b>ILEC</b>	<b>CLEC</b>	<b>CTS</b>	<b>AOS/IOS</b>
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 days)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 days)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA <a href="#">1-6-09(C)</a> (Auto 30 days)	<input type="checkbox"/> AAC <a href="#">1-6-10(F)</a> (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN <a href="#">1-6-11(A)</a> (Non-Auto)	<input type="checkbox"/> ABN <a href="#">1-6-11(A)</a> (Auto 90 day)	<input type="checkbox"/> ABN <a href="#">1-6-11(B)</a> (Auto 14 day)	<input type="checkbox"/> ABN <a href="#">1-6-11(B)</a> (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN <a href="#">1-6-11(A)</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-11(B)</a> (Auto 14 day)	<input type="checkbox"/> ABN <a href="#">1-6-11(B)</a> (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN <a href="#">1-6-14(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-14(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-14(A)</a> (0 day Notice)	<input type="checkbox"/> CIO <a href="#">1-6-14(A)</a> (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO <a href="#">1-6-14(B)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-14(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-14(A)</a> (0 day Notice)	<input type="checkbox"/> CIO <a href="#">1-6-14(A)</a> (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT <a href="#">1-6-14(B)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-14(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-14(A)</a> (0 day Notice)	<input type="checkbox"/> CIO <a href="#">1-6-14(A)</a> (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC <a href="#">1-6-14(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-14(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-14(A)</a> (0 day Notice)	<input type="checkbox"/> CIO <a href="#">1-6-14(A)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input checked="" type="checkbox"/> ATR <a href="#">1-6-14(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-14(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-14(A)</a> (0 day Notice)	<input type="checkbox"/> CIO <a href="#">1-6-14(A)</a> (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to [4901:1-7](#)), CMRS and Other

<b>Carrier to Carrier</b>	<b>ILEC</b>	<b>CLEC</b>		
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or <a href="#">1-7-05</a> (Non-Auto)	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or <a href="#">1-7-05</a> (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	<input type="checkbox"/> UNC <a href="#">1-7-05</a> (Non-Auto)		
<b>CMRS Providers</b> See <a href="#">4901:1-6-15</a>		<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-14 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

### Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

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#### AFFIDAVIT

##### *Compliance with Commission Rules and Service Standards*

I am an officer/agent of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) \_\_\_\_\_ at (Location) \_\_\_\_\_

\*(Signature and Title) \_\_\_\_\_

(Date) \_\_\_\_\_

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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#### VERIFICATION

I, Jon F. Kelly,  
verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) \_\_\_\_\_ /s/ Jon F. Kelly - General Attorney (Date) October 2, 2008

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

In The Matter Of The Application For Approval Of )  
An Agreement Between AT&T Ohio and )  
CenturyTel Service Group, LLC )  
Pursuant To Ohio Revised Code § 4905.48 and )  
Ohio Administrative Code § 4901:1-6-14(B)(1)(c) )

Case No. 08-1143-TP-ATR

# APPLICATION FOR APPROVAL OF AN AGREEMENT

AT&T Ohio<sup>1</sup> hereby files the attached agreement dated September 29, 2008 ("the Agreement") between itself and CenturyTel Service Group, LLC ("CenturyTel") for review and approval by the Commission pursuant to Ohio Revised Code § 4905.48 and Ohio Administrative Code § 4901:1-6-14(B)(1)(c). The Agreement includes terms and conditions for AT&T Ohio's providing operator services to CenturyTel. The Agreement serves the public interest, convenience, and necessity. AT&T Ohio requests that the Commission approve the agreement on a 30-day automatic basis as provided for in Ohio Admin. Code § 4901:1-6-14(B)(2).

Respectfully submitted,

AT&amp;T Ohio

By: /s/ Jon F. Kelly

Jon F. Kelly  
AT&T Services, Inc.  
150 E. Gay St., Rm. 4-C  
Columbus, OH 43215

(614) 223-7928

Its Attorney

<sup>1</sup> The Ohio Bell Telephone Company uses the name AT&T Ohio.

# OPERATOR SERVICES STAND-ALONE AGREEMENT

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## OPERATOR SERVICES STANDALONE AGREEMENT

This Operator Services ("OS") Standalone Agreement is entered into by and between Indiana Bell Telephone Company d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Illinois Bell Telephone Company d/b/a AT&T Illinois, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") and CenturyTel Service Group, LLC on behalf of its affiliates as defined in Exhibit B and is effective upon both parties' signatures.

WHEREAS, the Parties are each Local Exchange Carriers certificated by the respective state public utility commission in the above-mentioned state(s); and

WHEREAS, this OS Standalone Agreement is intended to be a commercial agreement, negotiated voluntarily and without regard to the requirements of Sections 251, 252 or 271 of the Federal Telecommunications Act, under which AT&T will provide wholesale OS services on behalf of the ILEC to ILEC's end users.

NOW, THEREFORE, the Parties agree as follows.

### 1. INTRODUCTION AND SCOPE

- 1.1 This Agreement sets forth the rates, terms and conditions under which AT&T shall provide Operator Services (OS) on behalf of the ILEC to the ILEC's end users.
- 1.2 ILEC shall be the Retail OS provider to its end users, and AT&T shall be the provider of OS operations to ILEC. AT&T shall answer ILEC's end user OS calls on ILEC's behalf, as follows:
  - 1.2.1 When the end user dials 0 or 0+ the Telephone Number, AT&T shall provide the Operator Services described in Section 4 below.
- 1.3 ILEC is free to charge its end users whatever OS rates it wishes, and ILEC therefore acknowledges its responsibility (a) to obtain end user agreement to the OS retail rates (i.e. by tariff or contract), and (b) to obtain any necessary regulatory approvals for its OS retail rates.
- 1.4 In response to dialing end user inquiries about OS rates, AT&T Operators shall quote ILEC retail OS rates, as they are provided by ILEC (see Section 6 below). If further inquiries are made about rates, billing and/or other "business office" questions, AT&T's OS operators shall direct the calling party's inquiries to an ILEC-provided contact number (also see Section 6 below).
- 1.5 AT&T shall charge ILEC monthly, and ILEC agrees to pay monthly, the OS rates found in the attached price schedule (see Exhibit A). The Parties agree that billing and payment details, including the assessment of late payment charges for unpaid undisputed balances or amounts later determined to be owed by ILEC, shall be subject to a late payment charge of one and one-half percent (1 ½%) per month until paid or the highest rate permitted by law. ILEC shall be responsible for any costs of collection (including attorney's fees and costs) incurred by AT&T to collect unpaid undisputed amounts or amounts later determined to be owed by ILEC owed by ILEC to AT&T. AT&T will accumulate and provide to ILEC the data that will enable ILEC to bill its end users. Standard formatting will be used in the process of data exchange.
- 1.6 This Standalone OS Agreement and its rates, terms and conditions shall apply for a fixed term of three (3) years from the effective date as defined above.
  - 1.6.1 At the end of the fixed term set forth above, if neither Party has renewed, renegotiated, or served written notice of its intent to terminate this Standalone OS Agreement, then the Parties agree that the Standalone OS Agreement will continue on a month-to-month basis, until one Party gives thirty (30) days' written notice of its intent to terminate the Agreement. Upon the giving of such notice, the Agreement will terminate at the end of the thirty (30) day term except that pursuant to state Public Service Commission (PSC) requirements, AT&T shall continue providing interim service under the Agreement's terms until ILEC has facilities and services in place to transition end user calls to a new

provider. If notice is given by ILEC, AT&T's obligation to provide transition OS services under this clause will not exceed sixty (60) days unless by mutual agreement of the Parties or unless required by any PSC regulation, ruling or order. If notice is given by AT&T, AT&T's obligation to provide transition OS services under this clause will continue until ILEC has installed and tested facilities and service from a new provider. ILEC commits to not unduly delay such transition and will work with and keep AT&T updated as to transition plans and schedules.

1.6.2 If this Agreement continues on a month-to-month basis, all terms and conditions herein apply as written, except that AT&T shall be free to increase the per call or per second OS rates shown on Exhibit A upon 30 days advance written notice, so long as the monthly total dollar amount of the rate increase does not exceed a 10% increase in month-over-month wholesale OS monthly recurring charges to ILEC except that AT&T may not increase rate more often than once in a consecutive 12-month period. The Parties agree that the OS Non-Recurring Charges (for loading call greeting/branding, rates and reference numbers) shall not be included in the 10% month-over-month increase but also shall not be increased by more than 10% in a consecutive 12-month period. If AT&T does increase rates beyond 10% during the term of this Agreement, ILEC may terminate this Agreement pursuant to the noticing terms of 1.6.1 and without penalty as otherwise provided for in 7.12.5.

1.6.3 If this Standalone OS Agreement continues on a month-to-month basis, the Parties agree that no new physical direct trunk arrangements between ILEC's switches and AT&T's OS platforms will be permitted unless both Parties mutually agree.

## **2. GENERAL AT&T OBLIGATIONS FOR OS SERVICE**

2.1 Dialing Parity. AT&T will provide OS to ILEC's end users with no unreasonable dialing delays and at dialing parity with AT&T retail OS services.

2.2 Usage Information

2.2.1 Where ILEC is direct trunked to an AT&T OS Switch, AT&T will record ILEC's OS usage. Call detail information in the usage file will be provided to the ILEC, in a mutually agreed upon standard format, that will enable the ILEC to bill its end users. Standard formatting will also be used in the data exchange process.

2.2.2 At a minimum, the usage file shall be in industry-standard Exchange Message Interface format and will be in compliance with the Ordering and Billing Forum guidelines.

2.2.3 When ILEC is operating its own switch-based service, AT&T will transmit similar usage recorded by the AT&T OS switch via a mutually agreed electronic interface for ILEC's switch.

## **3. TRUNKING REQUIREMENTS**

All OS trunking arrangements shall be subject to the mutual agreement of the Parties. Any unresolved differences in the OS trunking arrangements shall be handled pursuant to the Dispute Resolution provisions in Section 7.10 below.

3.1 Customer will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each AT&T Operator assistance switch. Customer will send its traffic to AT&T Operator assistance switch.

3.2 If customer brings operator traffic to AT&T from outside the AT&T footprint, customer will send this traffic to the Operator service switch designated by AT&T.

3.3 Customer is responsible for the InterLATA transport of its traffic. Customer will be responsible for providing the equipment and facilities necessary for InterLATA call completion services.

3.3.1 Because ILEC's switch may serve end users in more than one LATA, the Parties agree that, for purposes of this OS Agreement only, ILEC's OS traffic originates from the physical location of the end user dialing "0" and not the physical location of ILEC's switch.

3.4 ILEC shall provide the necessary facilities to direct trunk traffic to AT&T's OS switch(es). ILEC may self-provision these OS facilities, lease them from third parties, or lease them from AT&T's intrastate Special



Access Tariff. Jointly provided or meet point facilities will be used for the OS trunks wherever such facilities exist. Leased facilities will be used only in locations where jointly provided or meet point facilities do not exist. ILEC will be financially responsible for the OS facilities on its side of the demarcation point, and AT&T will be financially responsible for the OS facilities on its side of the demarcation point.

### 3.5 General OS Trunking Requirements

- 3.5.1 ILEC will initiate a request to the AT&T Account Manager for all OS trunk groups from its switch to the appropriate AT&T OS switches as a segregated one-way trunk group utilizing Multi-Frequency (MF) signaling.
- 3.5.2 ILEC will employ Exchange Access Operator Services Signaling (EAOSS) from its switches to the AT&T OS switches that are equipped to accept 10 Digit Signaling for Automatic Number Identification (ANI).
- 3.5.3 If EAOSS is not technically feasible, Modified Operator Services Signaling (MOSS) will be utilized if technically feasible, and a segregated one-way trunk group with MF signaling will be established from ILEC to each AT&T OS switch for each served NPA in the LATA. If MOSS is not technically feasible, Operator Services Signaling (OSS) will be used provided such is technically feasible for both Parties.

### 3.6 Specific OS Trunk Groups, and their Requirements

- 3.6.1 Operator Service (OS) Trunks: ILEC shall establish a one-way trunk group from ILEC's switch to the AT&T Operator Services switch serving OS end users in that LATA. An OS only trunk group will be designated with the appropriate OS traffic use code and modifier. ILEC will have administrative control for the purpose of issuing a request to the AT&T Account Manager on this one-way trunk group.
- 3.6.2 Busy Line Verification/Emergency Interrupt (BLV/EI) Trunks. When ILEC wishes AT&T to perform Busy Line Verification or Emergency Interrupt for ILEC end users, AT&T will need a segregated one-way BLV trunk group with MF signaling from AT&T's Operator Services switch to ILEC's switch serving end users in that LATA. ILEC will have administrative control for the purpose of issuing a request to the AT&T Account Manager on this one-way trunk group. The BLV trunk group will be designated with the appropriate traffic use code and modifier.

## 4. SPECIFICS OF OS OFFERINGS AND RECURRING CHARGES

- 4.1 Operator Services Rate Structure. AT&T will assess its Operator Services charges based upon whether the ILEC's end user is receiving (a) manual Operator Services (i.e., provided a live Operator), for which a per work second charge will apply, or (b) automated Operator Services (i.e., an OS switch equipment voice recognition feature, functioning without live Operators), where a flat rate per call charge will apply. See the attached price schedule (Exhibit A) for the full set of OS recurring and nonrecurring rates.
- 4.2 Operator Services Call Processing. Whether manual or automated, AT&T will provide the following services on behalf of the ILEC when processing a 0-dialed call from an ILEC's end user's line, regardless of whether Directory Assistance is also requested:
  - 4.2.1 General Operator Assistance – The ILEC's end user dialing 0 may ask the OS Operator to provide local and intraLATA dialing assistance for the purposes of completing calls or requesting information on how to place calls; handling emergency calls, handling credits and handling person-to-person calls..
  - 4.2.2 Calling Card - The ILEC's end user dialing 0 may provide the OS Operator with a Calling Card number for billing purposes, and seek assistance in completing the call.
  - 4.2.3 Collect – The ILEC's end user dialing 0 may ask the OS Operator to bill the charges associated with the call to the called number, provided such billing is accepted by the called number.
  - 4.2.4 Third Number Billed - The ILEC's end user dialing 0 may ask the OS Operator to bill the call to a different number than the calling or called number.
  - 4.2.5 Busy Line Verification - A service in which the ILEC's end user dialing 0 will ask the OS Operator to check the requested line for conversation in progress and advise the caller of the status.

- 4.2.6 Busy Line Interrupt - A service in which the ILEC's end user dialing 0 asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt.

## 5. SPECIFICS OF DA OFFERING AND RECURRING CHARGE

- 5.1 ILEC agrees if any direct dialed directory assistance (DA) calls are handled by AT&T operators that are not otherwise included in and covered by the terms of existing AT&T-CenturyTel DA Agreement, current pricing will apply to DA calls as provided in Exhibit A. Notwithstanding the above, except for 0 minus dialed DA requests from self-identified visually impaired ILEC end-users, AT&T operators will direct ILEC end-users to traditional DA telephone numbers.

## 6. OS NON-RECURRING CHARGES FOR LOADING AUTOMATED CALL GREETING (I.E. BRAND ANNOUNCEMENT), RATES AND REFERENCE INFORMATION

- 6.1 The incoming OS call is automatically answered by a pre-recorded greeting loaded into the OS switch itself, prior to being handled by automated equipment or a live operator. It is not technically feasible to avoid the automatic pre-recorded announcement function in these OS switches, therefore ILEC agrees that it shall establish a pre-recorded greeting to play for every OS call dialed by ILEC's end user, and this greeting is mandatory, not optional, when AT&T is the OS provider (See Exhibit A).
- 6.1.1 ILEC will provide announcement phrase information, via OSTQ, to AT&T in conformity with the format, length, and other requirements specified for all ILECs on the AT&T ILEC website <http://webdevsl5/indmktadmin/ILEC/Index.cfm>. ILEC must brand with name it is doing business under and in conformance with any regulatory or legal requirements.
- 6.1.2 AT&T will then perform all of the loading and testing of the announcement for each applicable OS switch prior to live traffic. ILEC may also change its pre-recorded announcement at any time by providing a new announcement phrase in the same manner, for subsequent loading and testing charges.
- 6.2 If ILEC does not wish to brand the OS calls, ILEC may also have its end user hear silence upon connecting with the OS switch by having AT&T load a recording of silence into the automatic, pre-recorded announcement slot, set for the shortest possible duration allowed by the switch, to then be routed to automated or live operators as with all other OS calls, for which brand loading charges will still apply.
- 6.2.1 ILEC understands that silent announcements may not be perceived by dialing end users as ordinary mechanical handling of OS calls.
- 6.2.2 ILEC agrees that if it does not brand the call, ILEC shall indemnify and hold AT&T harmless from any regulatory violation, consumer complaint, or other sanction for failing to identify the OS provider to the dialing end user.
- 6.2.3 AT&T will use its best efforts to make the silent recording play for the shortest possible duration technically feasible for each applicable OS switch, but otherwise has no responsibility if a silent announcement is chosen by ILEC.
- 6.3 AT&T will be responsible for loading the ILEC-provided recording or the silent announcement into all applicable OS switches prior to live traffic, testing the announcement for sound quality at parity with that provided to AT&T retail end users. ILEC will be responsible for paying the initial recording or silent announcement loading charges, as well as any subsequent loading charges if new recordings or silent announcements are provided as specified above (See Exhibit A).
- 6.4 Branding/Silent Announcement load charges are assessed per loaded recording, per OCN, per switch. (For example, a ILEC may choose to brand under a different name than its facility-based operations provided the ILEC is doing business under that brand, and therefore two separate recordings could be loaded into each switch, each incurring the Branding/Silent Announcement charge). These charges are mandatory, nonrecurring, and are found in the attached price schedule (See Exhibit A).
- 6.5 Converting End Users from Prior Branded Service to ILEC or Silent-Branded Service.

- 6.5.1 To the extent that ILEC has already established the Branding/Silent Announcement recording in AT&T OS switches, then no Non-Recurring Charges apply to the conversion of end users from prior OS wholesale service under this new facilities-based OS service.
- 6.5.2 To the extent that ILEC has not established the Branding/Silent Announcement recording in AT&T OS switches for facilities-based service, then Non-Recurring Charges apply to set up the OS call for the new type of service, as is described in section 5 above, and at the rates set forth in the attached price schedule (See Exhibit A).
- 6.6 In all current AT&T OS switches, the applicable ILEC-charged retail OS rates and a ILEC-provided contact number (e.g., reference to a ILEC business office or repair call center) are loaded into the system utilized by the OS Operator.
- 6.7 AT&T will be responsible for loading the ILEC-provided OS retail rates and the ILEC-provided contact number(s) into the OS switches. ILEC will be responsible for paying the initial reference and rate loading charges (See Exhibit A).
- 6.8 Rate/Reference load charges are assessed per loaded set of rates/references, per OCN, per state. (For example, an ILEC may change its rates/references during the life of the contract, and therefore separate sets of rates/references could be loaded for each OCN, per state, each loading incurring the Rate/Reference charge). These charges are mandatory, nonrecurring and are found in the attached price schedule (See Exhibit A).

## 7. GENERAL TERMS AND CONDITIONS

### 7.1 Billing and Payment

- 7.1.1 AT&T shall include all charges for services rendered under this Agreement on a monthly bill(s) rendered to ILEC (hereinafter "invoice"). The invoice shall be sent to the billing address established by ILEC.
- 7.1.2 ILEC shall pay all charges under this Agreement within thirty (30) days of the invoice date, but may raise a good faith billing dispute as set forth in section 7.10 below. In the event of late payments of amounts determined to be owed by ILEC, ILEC shall pay AT&T interest on the unpaid balance at the lower of one and one-half percent (1 ½%) percent per month or the highest interest rate permitted by applicable law. AT&T may not assess late payment charges on amounts billed retroactively by AT&T if ILEC pays such amounts according to the payment terms outlined above.
- 7.1.3 A good faith billing dispute under this Agreement requires ILEC to provide a written claim to AT&T to permit AT&T to investigate the merits of the dispute. Such claim must identify the following within ten (10) business days from the date AT&T is notified of the dispute: (a) the account number under which the invoice has been rendered; (b) the specific charge that ILEC believes was billed in error; (c) the date of the invoice; and (d) a brief description of the reason or grounds for the dispute. ILEC billing inquiries and/or claims of over billing shall be referred to AT&T for investigation within six (6) months of the charge(s) first appearance on the invoice to ILEC. Absent a claim and/or dispute by ILEC as to a charge within six (6) months from its first appearance on an invoice to ILEC, such charge shall be deemed to be correct.
- 7.1.4 If the Parties determine that ILEC was billed incorrectly for services rendered pursuant to this Agreement, within 12 months after rendering the services, a billing adjustment shall be calculated. If a refund is due, an adjustment shall be made for the amount of the overcharges. If ILEC paid the amount to be adjusted, AT&T will additionally compensate ILEC with interest at the lower of one and one-half percent (1 ½%) percent per month or the highest interest rate permitted by applicable law between the payment date and the date of the adjustment. If the Parties determine that ILEC was billed correctly for services and ILEC has withheld payment, ILEC shall pay such charges, plus interest as provided for in this Agreement, within thirty (30) days.
- 7.1.5 AT&T shall have no financial responsibility for any intercompany compensation payments due for the local or intraLATA calls processed on behalf of the ILEC under this Agreement. ILEC agrees that it

shall indemnify and hold AT&T harmless from any claims for intercompany compensation payments on the traffic processed under this Agreement.

## 7.2 Publicity and Use of Trademarks or Service Marks

7.2.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such first Party's prior written approval.

7.2.2 Nothing in this Standalone OS Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any announcements, recordings, advertising, press releases, publicity matters, marketing and/or promotional materials, or for any other commercial purpose without prior written approval from such other Party or as provided in this Agreement.

## 7.3 Disclaimer of Representations and Warranties

7.3.1 EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, AT&T MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT, AND AT&T DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, AT&T ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

## 7.4 Limitation of Liability

7.4.1 Except as may be expressly provided herein, each Party's liability to the other Party for any loss relating to or arising out of such Party's performance under this Agreement, excluding any willful act or omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement (including any statutory causes of action alleged to arise from such a breach of this Agreement, such as violation of state or federal telecommunications acts), shall not exceed in total the amount AT&T has charged ILEC under this Standalone OS Agreement.

7.4.2 Neither Party shall be liable to the other Party for any consequential damages suffered by the other Party, regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise,, whether active or passive (and including alleged breaches of this Agreement, and all statutory causes of action alleged to arise from such breach of this Agreement), and regardless of whether the Parties knew or had been advised of the possibility that such consequential damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.

7.4.3 A Party may, in its sole discretion, provide in its tariffs and contracts with its end users or third parties that relate to any functions, facilities, products and services provided or contemplated under this Agreement that, to the maximum extent permitted by applicable law, such Party shall not be liable to such end user or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged the end user and (ii) any consequential damages.

## 7.5 Indemnity

7.5.1 Except as otherwise expressly provided herein, each Party shall be responsible only for the functions, facilities, products and services which are provided by that Party, its authorized agents or subcontractors, and neither Party shall bear any responsibility for the functions, facilities, products and services provided by the other Party, its agents or subcontractors.

7.5.2 Except as otherwise expressly provided herein, and to the extent not prohibited by applicable law and not otherwise controlled by tariff, ILEC (the "Indemnifying Party") shall release, defend and indemnify AT&T (the "Indemnified Party") and hold such Indemnified Party harmless against any loss to a third

party arising out of ILEC's use of AT&T's Operator Service except where AT&T acted with gross negligence or intentional misconduct.

- 7.5.3 In the case of any loss alleged or claimed by an ILEC end user, ILEC whose end user alleged shall defend and indemnify AT&T (the "Indemnified Party") against any and all such Claims or Losses by its End User regardless of whether the underlying product or service giving rise to such Claim or Loss was provided or provisioned by AT&T, unless the Claim or Loss was caused by the gross negligence or willful misconduct of AT&T.

## 7.6 Relationship of the Parties / Independent Contractors

- 7.6.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

- 7.6.2 Nothing contained herein shall constitute the Parties as joint ventures, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

## 7.7 No Third Party Beneficiaries; Disclaimer of Agency

- 7.7.1 This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any Third Party beneficiary rights hereunder. This Agreement shall not provide any Person not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.

## 7.8 Force Majeure

- 7.8.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than an obligation to make money payments) resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any Delaying Event caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so

interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

## 7.9 Notices

7.9.1 Any notice or other written communication required or permitted to be given by a Party under this Agreement must be addressed to the attention of the other Party's representative identified in this Section and will be deemed delivered: (i) five (5) business days after the notice has been mailed by certified mail, if applicable, or (ii) the next business day after receipted delivery to a recognized overnight courier.

NOTICE CONTACT	ILEC	AT&T CONTACT
NAME/TITLE	Director- Carrier Relations	Contract Management ATTN: Notices Manager
STREET ADDRESS	100 CenturyTel Dr.	311 S. Akard, 9 <sup>th</sup> Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Monroe, LA 71203	Dallas, TX 75202-5398
FACSIMILE NUMBER	318-388-9072	214-464-2006

7.9.2 Either Party may unilaterally change its designated contact, address, telephone number and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone and/or facsimile number for the receipt of notices shall be deemed effective ten (10) days following receipt by the other Party.

## 7.10 Dispute Resolution

7.10.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, 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.

7.10.2 In the event of a dispute between the Parties arising from or relating to the performance of this Agreement, either party may serve written notice of the dispute to the contract Notice Designee above. Upon receipt of such written notice, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative Dispute Resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

7.10.3 If after 60 days the dispute is not resolved through the company representatives above, it is agreed that either Party may bring the dispute before any court of competent jurisdiction or into binding arbitration in accordance with the American Arbitration Association (AAA)- Arbitration Rules and Procedures as amended by this Agreement. The costs of arbitration, including the fees and expenses of the Arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The Parties agree that if AAA is used, this provision and the Arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9. U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The Parties further agree that an AAA Arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the Arbitrator have the authority to make an award that provides for punitive or exemplary damages. The Arbitrator's decision shall follow the plain

meaning of the relevant documents, and shall be final and binding. An arbitration award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA. This provision should not be construed so as to prohibit either Party from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.

#### 7.11 Subcontracting

7.11.1 If either Party retains or engages any subcontractor to perform any of that Party's obligations under this Agreement, each Party will remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors.

7.11.2 Each Party will be solely responsible for payments due that Party's subcontractors.

7.11.3 No subcontractor will be deemed a third party beneficiary for any purposes under this Agreement.

7.11.4 No contract, subcontract or other agreement entered into by or between either Party with any third party in connection with the provision of functions and services hereunder will provide for any indemnity, guarantee or assumption of liability by the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party.

7.11.5 Any subcontractor that gains access to CPNI or Proprietary Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Proprietary Information to the same extent the subcontracting Party is required to protect such CPNI or Proprietary Information under the terms of this Agreement and Exhibits attached hereto.

#### 7.12 Miscellaneous Term and Conditions

7.12.1 This document contains the complete agreement between the Parties and supersedes all prior written contracts, oral agreements, understandings, negotiations and discussions between the Parties pertaining to OS traffic for the period of this Agreement.

7.12.2 This Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.

7.12.3 This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, and shareholders.

7.12.4 If any part or any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement.

7.12.5 Except for termination under default or pursuant to the terms of section 1.6.2, if the ILEC decides to terminate this agreement in less than 36 months, ILEC agrees to pay an early termination fee which shall be equal to fifty percent (50%) of the ILEC's average monthly expenditure for Services provided under this Agreement multiplied by the remaining months of the Agreement.

7.12.6 This Agreement does not constitute or imply an exclusive relationship between the Parties. ILEC is not obligated to use AT&T's OS service if technical limitations exist for any given exchange and in such a case may choose another OS vendor. A technical limitation is defined as an inability to meet the specified technical requirements of the Agreement terms. AT&T is not obligated to provide service to ILEC in any given exchange where ILEC's requirements necessitate a change or modification to the technical terms of this Agreement unless the Parties mutually agree to such change or modification.

#### 7.13 Default

7.13.1 If AT&T materially fails to provide the Services as described herein for any reason not caused or controlled by ILEC, or otherwise breaches the material terms and conditions of this Agreement, ILEC may give AT&T written notice of any such breach and allow AT&T thirty (30) calendar days to cure such default. If AT&T does not cure such default within said thirty (30) calendar days, ILEC shall have

the right to terminate this Agreement, in whole or in part, upon written notice to AT&T. If ILEC terminates this Agreement, in whole or in part, pursuant to this Section 6.13, ILEC will not incur any early termination fee

- 7.13.2 If ILEC fails to make any payments for undisputed amounts required under this Agreement for any reason not caused or controlled by AT&T, or otherwise breaches the material terms and conditions of this Agreement, AT&T may give ILEC written notice of any such breach and allow ILEC thirty (30) calendar days to cure such default. If ILEC does not cure such default within said thirty (30) calendar days, AT&T shall have the right to terminate this Agreement upon written notice to ILEC and ILEC shall be liable for payment of the termination liability specified in Section 7.12.5.



IN WITNESS WHEREOF, the undersigned have caused this Standalone OS Agreement to be duly executed as of the date hereof.

CenturyTel Service Group, LLC on behalf of its affiliates

Indiana Bell Telephone Company Incorporated d/b/a AT&T Indiana, Michigan Bell Telephone Company d/b/a AT&T Michigan, Nevada Bell Telephone Company d/b/a AT&T Nevada, The Illinois Bell Telephone Company d/b/a AT&T Illinois, Pacific Bell Telephone Company d/b/a AT&T California, The Southern New England Telephone Company d/b/a AT&T Connecticut, The Ohio Bell Telephone Company d/b/a AT&T Ohio, Southwestern Bell Telephone Company d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, AT&T Texas, Wisconsin Bell, Inc. d/b/a AT&T Wisconsin, BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T") by AT&T Operations, Inc., its authorized agent

Signature: Jeffrey S. Glover  
Printed: Jeffrey S. Glover

Title: V.P. External Relations  
(Print or Type)

Date: 9-19-08

Signature: Eddie A. Reed, Jr.  
Printed: Eddie A. Reed, Jr.

Title: Director – Interconnection Agreements

Date: 9-29-08

	OCN #
ALABAMA	See Exhibit B
ARIZONA	See Exhibit B
ARKANSAS	See Exhibit B
COLORADO	See Exhibit B
IDAHO	See Exhibit B
INDIANA	See Exhibit B
IOWA	See Exhibit B
LOUISIANA	See Exhibit B
MICHIGAN	See Exhibit B
MINNESOTA	See Exhibit B
MISSISSIPPI	See Exhibit B
MISSOURI	See Exhibit B
MONTANA	See Exhibit B
NEVADA	See Exhibit B
OHIO	See Exhibit B
OREGON	See Exhibit B
TENNESSEE	See Exhibit B
TEXAS	See Exhibit B
WASHINGTON	See Exhibit B
WISCONSIN	See Exhibit B
WYOMING	See Exhibit B

## EXHIBIT A OS/DA Wholesale Rates

	Recurring	Non-Recurring
<b>Directory Assistance</b>		
Local Directory Assistance	\$0.40	NA
National DA, per call	\$0.65	NA
Reverse DA, per call	\$0.65	NA
Business Category Search (where available), per call	\$0.65	NA
Directory Assistance Call Completion (DACC), per call	\$0.15	NA
 <b>Operator Services</b>		
Operator Assisted Call Processing -- All Types (including Busy Line Verify (BLV) and BLV/Emergency Interrupt), per work second	\$0.03	NA
Fully Automated OS Call Processing, per call	\$0.15	NA
 <b>OS/DA Automated Call Greeting and References / Rates</b>		
Call Greeting Initial/Subsequent Load, per switch, per OCN	NA	\$ 1,800.00
Reference / Rate - Initial Load per OCN, per state	NA	\$ 5,000.00
Reference / Rate - Subsequent Load, per OCN, per state	NA	\$ 1,500.00

**EXHIBIT B****CENTURYTEL SERVICE GROUP, INC.****TELEPHONE OPERATING COMPANY AFFILIATES**

<u>COMPANY NAME</u>	<u>STATE</u>	<u>CO.NUM.</u>
CenturyTel of Southwest, Inc. - Arizona	Arizona	2175
CenturyTel of Northwest Arkansas, LLC (Russellville)	Arkansas	1142
CenturyTel of Northwest Arkansas, LLC (Siloam Springs)	Arkansas	1143
CenturyTel of Central Arkansas, LLC	Arkansas	1144
CenturyTel of Arkansas, Inc.	Arkansas	1706
CenturyTel of Mountain Home, Inc.	Arkansas	1711
CenturyTel of Redfield, Inc.	Arkansas	1720
CenturyTel of South Arkansas, Inc.	Arkansas	1727
CenturyTel of Colorado, Inc.	Colorado	2208
CenturyTel of Idaho, Inc.	Idaho	2225
CenturyTel of Central Indiana, Inc.	Indiana	0747
CenturyTel of Odon, Inc.	Indiana	0801
CenturyTel of Chester, Inc.	Iowa	1126
CenturyTel of Northwest Louisiana, Inc.	Louisiana	0431
CenturyTel of Central Louisiana, LLC	Louisiana	0423
CenturyTel of East Louisiana, LLC	Louisiana	0440
CenturyTel of North Louisiana, LLC	Louisiana	0436
CenturyTel of Chatham, LLC	Louisiana	0427
CenturyTel of Southeast Louisiana, Inc.	Louisiana	0424
CenturyTel of Evangeline, LLC	Louisiana	0434
CenturyTel of Southwest Louisiana, LLC	Louisiana	0442
CenturyTel of Ringgold, LLC	Louisiana	0439
CenturyTel of Michigan, Inc.	Michigan	0702
CenturyTel Midwest - Michigan, Inc.	Michigan	0671
CenturyTel of Northern Michigan, Inc.	Michigan	0705
CenturyTel of North Mississippi, Inc.	Mississippi	0458
Spectra Communications Group, LLC	Missouri	1151
CenturyTel of Ohio, Inc.	Ohio	0630
CenturyTel of Adamsville, Inc.	Tennessee	0552
CenturyTel of Claiborne, Inc.	Tennessee	0557
CenturyTel of Ooltewah-Collegedale, Inc.	Tennessee	0574
CenturyTel of San Marcos, Inc.	Texas	2140
CenturyTel of Lake Dallas, Inc.	Texas	2101
CenturyTel of Port Aransas, Inc.	Texas	2117
CenturyTel of Wisconsin, LLC	Wisconsin	0895
CenturyTel of Forestville, LLC	Wisconsin	0884
CenturyTel of Larsen-Readfield, LLC	Wisconsin	0898
CenturyTel of Monroe County, LLC	Wisconsin	0913
CenturyTel of Northwest Wisconsin, LLC	Wisconsin	0950
CenturyTel of Northern Wisconsin, LLC	Wisconsin	0956
CenturyTel of Southern Wisconsin, LLC	Wisconsin	0931
CenturyTel of Fairwater-Brandon-Alto, LLC	Wisconsin	0877
CenturyTel of Washington, Inc.	Washington	2408
CenturyTel of Inter Island, Inc.	Washington	2422
CenturyTel of Cowiche, Inc.	Washington	2410
CenturyTel of Oregon, Inc.	Oregon	2395
CenturyTel of Eastern Oregon, Inc.	Oregon	2360
CenturyTel of Montana, Inc.	Montana	2249

CenturyTel of the Gem State, Inc.  
CenturyTel of the Gem State, Inc.  
CenturyTel of Eagle Inc.  
CenturyTel of Wyoming, Inc.  
CenturyTel of the Midwest-Wisconsin, LLC  
CenturyTel of the Midwest-Wisconsin, LLC  
CenturyTel of the Midwest-Wisconsin, LLC  
CenturyTel of the Midwest-Wisconsin, LLC  
CenturyTel of the Midwest-Wisconsin, LLC  
CenturyTel of the Midwest-Wisconsin, LLC  
CenturyTel of Central Wisconsin, LLC  
Telephone USA of Wisconsin, LLC  
CenturyTel of Upper Michigan, Inc.  
CenturyTel of Minnesota, Inc.  
CenturyTel of Postville, Inc.  
CenturyTel of Central Missouri  
CenturyTel of Belle-Hermann  
CenturyTel of Southern Missouri  
CenturyTel of Southwest Missouri  
CenturyTel of Southern Alabama  
CenturyTel of Northern Alabama

Nevada	4438
Idaho	4437
Colorado	2185
Wyoming	2299
Wisconsin	0922
Wisconsin	0841
Wisconsin	0934
Wisconsin	0959
Wisconsin	0857
Wisconsin	0970
Wisconsin	0924
Wisconsin	1159
Wisconsin	1155
Michigan	0689
Minnesota	1445
Iowa	1274
Missouri	9784
Missouri	9785
Missouri	9786
Missouri	9787
Alabama	9788
Alabama	9789

**This foregoing document was electronically filed with the Public Utilities**

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**10/2/2008 10:04:05**

**in**

**Case No(s). 08-1143-TP-ATR**

Summary: Application for approval of an agreement between AT&T Ohio and CenturyTel Service Group, LLC. electronically filed by Mrs. Verneda J. Engram on behalf of AT&T Ohio