

indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

28.3 DISCLAIMER.

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

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, which shall not exceed the monthly charges, plus any related costs/expenses either Party may recover, including those under Section 15 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

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 but one and the same document.

30. No Third Party Beneficiaries.

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

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 date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. 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
CenturyTel
805 Broadway
Vancouver, WA 98660
Telephone number: (360) 905-6985
Facsimile number: (360) 905-6811

If to IDT: Ana Bataille
IDT America, Corp.
520 Broad Street
Newark, New Jersey 07102
Telephone number: (973) 438-4491
Facsimile number: (973) 438-1455
E-mail: Ana.Bataille@corp.idt.net

With a copy to: Chana Goldberger
IDT America, Corp.
520 Broad Street
Newark, New Jersey 07102

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 interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

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, 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 IDT.

34. Regulatory Agency Control.

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

35. Changes in Legal Requirements.

CenturyTel and IDT further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.

36. Effective Date.

This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval. The "effective date" of this Agreement for all purposes will be the latest date reflected by the signing parties. The Parties agree that orders for services will not be submitted or accepted until the later of (a) the submission of the CLEC Profile required by Section 7; or (b) the expiration of the first ten (10) Business Days after 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. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

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 a 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 laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the affected term(s) and condition(s), should one or both Parties choose to avail themselves of such law, rule, or regulation. The Dispute Resolution provisions of Article III, Section 18 shall also govern any disputes arising out of or relating to such modifications. To the extent that subsequent applicable 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, with the consequent changes in this Agreement to be retroactive to when negotiations began under this Section.

43. Taxes.

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

Notwithstanding anything to the contrary contained herein, each Party is responsible for furnishing tax exempt status information to the other Party at the time of the execution of the Agreement. Each Party is also responsible for furnishing any updates or changes in its tax exempt status to the other Party during the Term of the Agreement and extensions thereof. In addition, each Party 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 a Party's representations to the other Party concerning the status of its claimed tax exempt status, if any, and its impact on this Section 43 are subject to the indemnification provisions of Section 28.1.

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

44. Trademarks and Trade Names.

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

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 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 a Party 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 subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid, and any overpayment shall be refunded within 45 Business Days after the establishment of 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 internetwork facilities (i.e., physical connection services and facilities), by CenturyTel to IDT or by IDT to CenturyTel and the transport and termination and billing of Local Traffic between CenturyTel and IDT. For purposes of this Agreement, Local Traffic shall be defined per Appendix C, Section 1.61. Traffic not meeting the definition of Local Traffic is not subject to this Agreement. CenturyTel reserves the right to otherwise seek compensation for such non-Local Traffic including the imposition of access charges where appropriate.

1.1.1 If it becomes necessary to implement a direct interconnection, IDT will initiate orders for trunk-side Local Traffic connection services by sending an ASR to CenturyTel. The ordering process is described in the CenturyTel Service Guide.

1.1.2 IDT will comply with the Capacity Planning and Forecasting provisions of Section 12, Article III and Section 4 of this Article IV before CenturyTel will process IDT's ASR for interconnection services.

2. Billing, Ordering 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. For ordering, IDT will issue an ASR to CenturyTel, the ASR will be reviewed by CenturyTel for validation and correction of errors. Errors will be referred back to IDT. IDT then will correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR. 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.

IDT agrees to pay to CenturyTel the rates and charges for the Services set forth in the applicable appendices to this Agreement and to the applicable Century Tel tariffs. Rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof.

2.3 Billing.

If direct connection is implemented, CenturyTel shall render to IDT a bill for direct connection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears.

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 Local Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate Local 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 material change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation for Exchange of Local Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions. 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 Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once every six (6) months. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the other Party's total terminated minutes for Local Traffic excluding Local Traffic that is also Information Access Traffic, either Party may notify the other that mutual compensation will commence for such Local Traffic, excluding Local 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 pursuant subsequent traffic studies (not more frequent than every 12 months) indicate that the traffic has changed to reflect that neither party terminates more than 60% of the others traffic.

3.2.3 Percentage Interstate Usage. In the case where either Party desires to terminate its Local Traffic over or co-mingled on its switched access Feature Group D trunks, such Party will be required to provide a projected Percentage Interstate Usage ("PIU") to the other Party. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in CenturyTel's Intrastate Access Services Tariff will apply to both Parties. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU factor, shall, at the terminating Party's option, be utilized to determine the appropriate local usage compensation to be paid.

3.3 Tandem Switching Local Traffic.

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

4. Network Connection.

4.1 Network Connection Architecture.

IDT may connect at any technologically feasible point within the CenturyTel network, as required by the FCC. In particular, and as discussed below, IDT can connect at any Currently Available Interconnection Points (IP). Connection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a Bona Fide Request (BFR) to directly connect their respective networks, connection will be as specified in the following subsections. All things being equal, CenturyTel will work with IDT in all circumstances to install IPs within 120 calendar days, where technologically feasible and not economically burdensome. Direct connection between the parties will conform to industry standards and protocols and be consistent with Section 256 of the Act.

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. Where direct connection is utilized under options (a) or (b) below, the Parties will mutually designate at least one IP on CenturyTel's network within each CenturyTel local calling area for the routing of Local Traffic.

- a. A Mid-Span Fiber Meet within an existing CenturyTel exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location with each Party being individually responsible for its incurred costs in establishing this arrangement. The IP is the physical demarcation depicting 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 and/or industry standards.

- c. *If the Parties agree, traffic may be exchanged via indirect connections by transiting a third-party provider's interconnection. In the event that one Party sends traffic through a third-party provider, then that Party agrees to indemnify the other Party for any termination, transiting or tandem charges rendered by a third-party provider for such traffic.*

4.2 Compensation.

The Parties agree to the following compensation for direct connection facilities, depending on facility type.

- 4.2.1 Mid-Span Fiber Meet: Each Party shall pay for the interconnection facilities on their side of the IP. The IP will be at a technically feasible point within CenturyTel's exchange boundary.
- 4.2.2 Special Access: Each Party shall pay for the interconnection facilities on their side of the IP. The IP will be at a technically feasible point within CenturyTel's exchange boundary.

4.3 Trunking Requirements.

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

- 4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the direct connection 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 Local Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks for Local Traffic, that Party will be responsible for its own expenses associated with the trunks.
- 4.3.2 The Parties agree to make available to each other trunks over which the Parties shall terminate Local Traffic to each other's end-users.
- 4.3.3 IDT and CenturyTel shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. IDT and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic. CenturyTel requires separate trunk groups from IDT to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs. To the extent IDT desires to have any IXCs originate or terminate switched access traffic to or from IDT, using jointly provided switched access facilities routed through a CenturyTel access tandem, it is the responsibility of IDT to arrange for such IXC to issue an ASR to CenturyTel to direct CenturyTel to route the traffic. If CenturyTel does not receive an ASR from the IXC, CenturyTel will initially route the switched access traffic between the IXC and IDT. If the IXC subsequently indicates that it does not want the traffic routed to or from IDT, CenturyTel will not route the traffic.

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

4.3.3.2 *Each Party shall only deliver traffic over the local connection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.*

4.3.3.3 Neither party shall route Switched Access Service traffic over local connection trunks, or Local Traffic over Switched Access Service trunks.

4.3.4 End-Office Trunking. 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 IDT end office and a CenturyTel end office.

4.3.5 Intentionally left blank.

4.3.6 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 applicable State grade of service standard.

4.3.7 IDT 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 grade of service standard or the Joint Connection Plan referenced in Section 4.3.7. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

4.3.8 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.

4.3.9 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. 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 will develop joint trunk group forecasting consistent with Article III, Section 12, and as a condition to CenturyTel's processing of IDT direct connection ASRs under Section 1.1. Direct connection forecasts must be provided between the Parties, once annually. The annual forecasts will include:

4.4.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and the use of (i) CLCI-MSG

codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) *Trunk Group Serial Number (TGSN)* as described in BR 751-100-195.

4.4.2 The Parties agree to describe and disclose major network projects that affect the other Party with the annual forecasts provided pursuant to Section 4.4.1.1. 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 succeeding forecast period.

4.4.3 The 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 4.3.7. 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 the customer 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 IDT use may be conditioned on (i) fill factors for trunks previously deployed for the IDT; (ii) compensation arrangements to reflect CenturyTel's and the IDT's proportionate use of the trunking; and (iii) whether the IDT ordered trunking is Currently Available.

4.7 Network Redesigns Initiated by CenturyTel.

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

5. Indirect Network Connection.

5.1 Indirect Network Connection is intended to handle de minimis mutual traffic exchange until Local Traffic volumes grow to a point where it is economically advantageous to establish a direct connection.

5.2 The Parties agree to establish a direct connection for exchange of Local Traffic when any one of the following conditions is met for each month of a consecutive two-month period:

- a. Combined two-way traffic between two single switches of each Party reaches a DS-1 equivalent (200,000 combined minutes of use ("MOU") per month;
- b. Traffic originating from a single CenturyTel switch to a single IDT switch reaches 100,000 MOUs per month; or

- c. When either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed \$200.00 per month.

5.3 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

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 Third Party Signaling Providers.

IDT may choose a third-party SS7 signaling provider.

6.5 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 their Network Traffic Management centers, so that Network Management issues may be exchanged. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, the Parties agree to work cooperatively to ensure that any "mass calling events" will not degrade or cause loss of service to each other's end-users. Each Party shall maintain the capability of implementing industry standard network protective controls.

8. Number Portability (NP)

8.1 Local Number Portability (LNP)

8.1.1 LNP shall be provided in response to a porting request from either Party, consistent with applicable time periods and procedures established by the Act and applicable FCC regulations. The Parties agree that they shall develop and deploy LNP in accordance with the Act, such binding FCC and State mandates, and industry standards, as may be applicable.

8.1.2 The rate that the Parties will charge each other for LNP service under the Agreement is set forth in Exhibit B.

9. Dialing and Rating Equivalence

If both CenturyTel and IDT have telephone numbers associated with the same rate center, and the IDT subscriber is physically located in that rate center then CenturyTel will provide for dialing and rating equivalency regardless of whether the called party is a CenturyTel subscriber or IDT subscriber.

For example, if an outbound call can be dialed on a 7-digit basis to a CenturyTel subscriber in a given rate center, then there is no need for dialing the corresponding call on a 1+10-digit basis when it is made to an IDT subscriber who is physically located in the same rate center. Similarly, if an outbound call is rated as a local call when the called party is a CenturyTel subscriber in a given rate center, then the equivalent outbound call will be rated as a local call when the called party is an IDT subscriber who is physically located in the same rate center.

ARTICLE I
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 MONTANA, INC.

By: Jeffrey S. Glover
Name: Jeffrey S. Glover
Title: V.P. Ext. Rel.
Date: 3-31-06

IDT AMERICA, CORP.

By: James A. Courter
Name: James A. Courter
Title: CEO
Date: 3/23/06

REVIEWED
BY
LEGAL DEPT.
Date: 3/22/06 Initial: JAC

APPENDIX A

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 resulting from future Commission or other proceedings, or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

A. Reciprocal Compensation

Local Traffic excluding Local Traffic that is also Information Access Traffic (If invoked pursuant to Article IV, Section 3.2.2)	TBD
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Local Traffic that is also Information Access Traffic	\$0.00
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B. Tandem Switching and Transiting **Not Applicable**

Tandem Switching:	Switched access tariff rate
Tandem Transport	Switched access tariff rate
Transport Termination	Switched access tariff rate

Transiting Charge:	
Tandem Switching:	Switched access tariff rate
Tandem Transport	Switched access tariff rate
Transport Termination	Switched access tariff rate

C. Initial Factors:

1. Initial CenturyTel Originated Local Traffic Factor	50%
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APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

General. The rates contained in this Appendix B are as defined in Article IV, Section 8, and are subject to change resulting from future Commission or other proceedings, or any appeal or other litigation.

Non-Recurring Charges (NRCs) for Local Number Portability

Service Order Charge

Applicable CenturyTel Local Tariff
Non-Recurring Service Charge for
Business Lines

APPENDIX C

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 C 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.

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's billing number.

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 Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.

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 non-priority 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, for Local and non-Local Traffic.

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**

IDT 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*. IDT will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request. IDT 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 State Public Service or Public Utilities Commission, as applicable.

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 or CenturyTel**

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

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**
The Party receiving service from the other. CenturyTel or IDT, 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 only extend between two Central Offices.
- 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 **Electronic File Transfer**
A system or process that utilizes an electronic format and protocol to send/receive data files.
- 1.34 **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.
- 1.35 **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.
- 1.36 **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.

1.37 **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.

1.38 **FCC**

The Federal Communications Commission.

1.39 **Generator**

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 46).

1.40 **Hazardous Chemical**

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

1.41 **Hazardous Waste**

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

1.42 **Imminent Danger**

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

1.43 **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.

1.44 **Indirect Network Connection**

The Interconnection of the Parties' networks for exchange of Local Traffic via a tandem switch belonging to a third party.

1.45 **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 Local Traffic unless the traffic is between an end-user and an ISP physically located in the same CenturyTel Local Calling Area. The term Information Access Traffic does not include transmission of voice

telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol.

1.46 **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.

1.47 **Initial Service Order**

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

1.48 **Interconnection Facility**

See "Internetwork Facilities".

1.49 **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.

1.50 **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.

1.51 **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.

1.52 **ISDN User Part (ISUP)**

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

1.53 **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.

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

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

1.55 **Local Calling Area**

Local Calling Area includes the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel local exchange tariffs.

- 1.56 **Local Exchange Carrier (LEC)**
Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.57 **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.
- 1.58 **Local Number Portability (LNP)**
The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.59 **Local Provider**
A carrier authorized to provide local telecommunications service in the State.
- 1.60 **Local Service Request (LSR)**
The industry standard forms and supporting documentation used for ordering local services.
- 1.61 **Local Traffic**
Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyTel Local Calling Area, or mandatory Extended Area Service (EAS) area, as defined in CenturyTel's local exchange tariffs. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic includes Information Access Traffic to the extent that the end user and the ISP are physically located in the same CenturyTel Local Calling Area.
- 1.62 **Main Distribution Frame (MDF)**
The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.63 **Meet Point Billing (MPB)**
Refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs.
- 1.64 **Mid Span Fiber Meet**
An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon IP.
- 1.65 **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.

1.66 **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.

1.67 **911 Service**

911 and E911 provides an End User access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

1.68 **North American Numbering Plan (NANP)**

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.69 **Numbering Plan Area (NPA)**

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

1.70 **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.

1.71 **Owner or Operator**

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

1.72 **Party/Parties**

CenturyTel and/or IDT.

1.73 **Pole Attachment**

A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related materials to provide services in accordance with the terms and conditions of this Agreement.

1.74 **Provider**

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

1.75 **Public Safety Answering Point (PSAP)**

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.76 **Qualifying Service**

A Qualifying Service is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of incumbent local exchange carriers, including, but not limited to, local exchange service (such as "Plain Old Telephone Service"), and access service (such as DSL services and high-capacity circuits).

1.77 **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.

1.78 **Right-of-Way (ROW)**

The right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.79 **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.