

WHOLESALE TARIFF

Wholesale Services

Regulations, Rates and Charges
applying to the provision of Wholesale
Services to Carriers
in the service area of
CENTURYTEL OF MINNESOTA, INC
dba CenturyTel

These wholesale tariffs do not apply if associated with Section 251 Unbundled Network Elements (UNEs), or if otherwise disallowed under federal law.

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Concurring Carriers

CenturyTel Chester, Inc.
dba CenturyTel
CenturyTel of Northwest Wisconsin, LLC
dba CenturyTel

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ADOPTION NOTICE

Effective July 28, 2009, CenturyTel of Minnesota, Inc. registered the fictitious name CenturyLink. Effective October 19, 2009, CenturyTel of Minnesota, Inc. began operating under the name CenturyLink. As such, CenturyTel of Minnesota, Inc. d/b/a CenturyLink hereby adopts ratifies and makes its own, in every respect as if the same had been originally filed by it, all schedules, rules, notices, concurrences, schedule agreements, divisions, authorities or other instruments whatsoever, filed with the Public Service Commission, State of Minnesota, by or adopted by CenturyTel of Minnesota, Inc. prior to October 18, 2009.

(N)

By this notice, CenturyTel of Minnesota, Inc. d/b/a CenturyLink also adopts and ratifies all supplements or amendments to any of the above schedules, etc., which CenturyTel of Minnesota, Inc. has heretofore filed with said Commission.

(N)

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DIRECTORY SERVICES

A. SCOPE

This tariff sets forth the terms pursuant to which CenturyTel agrees to provide to Competitive Local Exchange Carrier (CLEC) basic services associated with the Directories such as publication of listings and distribution (the "Services"). CenturyTel does not own a directory publishing affiliate. The terms of this tariff are reflective of the terms provided to CenturyTel by its contracted external directory publishing source. Conditionally upon agreement by the publisher when required, CenturyTel and CLEC may, from time to time, agree on the provision of additional services ("Additional Services"), which shall be furnished pursuant to the terms and conditions set forth in this tariff. The terms and conditions of this Tariff shall be applicable to all Directories published during the Term.

B. CLEC OBLIGATIONS AND RESPONSIBILITIES

The following obligations shall be the responsibility of CLEC, which obligations, unless otherwise expressly set forth herein, shall be performed within the time frames and in accordance with the policies and procedures set forth in M. Procedures.

1. CLEC shall notify CenturyTel 10 days prior to the start of service. Notification shall be sent to:

CenturyTel
Directory Services
100 CenturyTel Drive
Monroe, LA 71203
(318-388-9000)

2. CLEC shall transmit to CenturyTel, or such third party publisher as CenturyTel may designate from time to time ("Publisher"), all Listing Information (as hereinafter defined) relating to its subscribers ("Subscribers") who desire published listings within a CenturyTel Directory. For purposes of this tariff, "Listing Information" shall consist of the Subscriber's name, address, telephone number, desired yellow pages classified heading (if any), and all other information reasonably requested by CenturyTel. Under no circumstances shall CLEC provide Subscriber data as a part of Listing Information for those Subscribers who do not desire published listings. Listing Information shall be supplied without charge by CLEC, and shall be transmitted in a format and within the time frames as reasonably directed by CenturyTel and in accordance with CenturyTel's established standards and guidelines as may be communicated to CLEC from time to time, and may be used by CenturyTel in providing Directories in any format and for related purposes.

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B. CLEC OBLIGATIONS AND RESPONSIBILITIES (Cont'd)

3. CLEC shall separately provide CenturyTel or Publisher with Directory delivery address data for Subscribers, if different from the Listing Information, and for those Subscribers who do not desire published listings.
4. CLEC shall promptly, but in any event within ten days, notify CenturyTel or Publisher of any Directory related inquiries, requests, or complaints that CLEC receives from Subscribers, and shall reasonably cooperate with CenturyTel and/or Publisher to resolve such matters in a timely and expeditious manner.
5. CLEC shall process all Listing Information change requests received from CenturyTel or Publisher within the time frames established by CenturyTel in its sole discretion.
6. CLEC shall transmit to CenturyTel or Publisher all information arising from Subscriber transactions that should result in an addition to, a change in or a deletion of any Listing Information previously transmitted by CLEC to CenturyTel and held in CenturyTel's database.
7. CLEC will pay all costs as set forth in section O, Description of Services, for Services, including but not limited to CenturyTel's reasonable expenses associated with its performance of the obligations set forth in this tariff. Such costs shall include, but are not limited to, expenses associated with work performed by the Publisher.
8. CLEC shall respond within five (5) business days to any request by CenturyTel to review and correct any Galley Proofs (as hereinafter defined). CLEC expressly acknowledges that time is of the essence with respect to the publishing cycle of any Directory. In the event CLEC fails to provide CenturyTel with written notice of any necessary corrections within the time frame set forth in this provision, such Galley Proofs shall be deemed to be correct and CLEC shall indemnify CenturyTel for any claims by Subscribers related to errors in the Directory as published in reliance on such Galley Proofs.
9. Upon request, CLEC shall furnish to CenturyTel documentation evidencing compliance with the requirements of this tariff.

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C. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES

The responsibilities of CenturyTel and/or Publisher shall be the following:

1. CenturyTel shall include one standard listing ("CLEC Listing") for each Subscriber for whom CenturyTel receives Listing Information in CenturyTel's Directories for the CenturyTel Local Area. Standard CLEC Listings shall be interfiled with listings of other local exchange telephone company subscribers and treated in the same manner as other listings, according to CenturyTel's regular procedures. CenturyTel shall establish a process that affords CLEC an opportunity to review and correct Subscriber's alphabetical listings in advance of publication (generally referred to as a "Galley Proof"). Said review process shall be subject to the availability of CLEC Listings in advance of publication and the time/deadline constraints imposed by CenturyTel and/or its Publisher, and as set forth in Section 3.g. above. CLEC shall be responsible for any costs associated with the review process charged by CenturyTel and/or its Publisher.
2. CenturyTel shall make available, at no charge to CLEC or its Subscribers, one listing for each CLEC business customer under the appropriate heading in CenturyTel's applicable classified Directories, such headings and Directories to be determined at CenturyTel's discretion.

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C. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES (Cont'd)

3. CenturyTel shall include, at no additional charge, CLEC critical contact information alphabetically (by local exchange carrier) in the information pages of its alphabetical Directories (but only where such information pages are otherwise included in a given Directory) for communities where CLEC offers Local Service, in accordance with CenturyTel's standards for inclusion in a given Directory. For this purpose, CLEC must: (1) be state certificated, (2) provide local dial tone service within the Directory distribution coverage area, (3) have executed an Interconnection Agreement with CenturyTel or a CenturyTel affiliate that has been approved by the State Public Service or Utility Commission, (4) supply in a timely manner critical contact information needed by CenturyTel to produce information pages, and (5) ensure that critical contact information telephone numbers are working numbers. Critical contact information includes CLEC's name and logo, telephone numbers for telephone services, billing, and repair services.
4. CenturyTel shall not be restricted in supplying to third parties any information obtained from CLEC regarding its Subscribers as may be required to fulfill regulatory requirements or as may otherwise be required by law.

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C. CENTURYTEL OBLIGATIONS AND RESPONSIBILITIES (Cont'd)

5. CenturyTel shall distribute alphabetical and classified Directories to local Subscribers at the time the Directory is published, at no charge to CLEC or Subscribers, in accordance with CenturyTel's procedures, provided that physical Directory delivery information has been provided by CLEC. Thereafter, and for the life of the Directory, CenturyTel shall undertake distribution to all new CLEC Subscribers and those existing Subscribers that need replacement or additional copies ("Secondary Distribution") upon CenturyTel's receipt of necessary Subscriber information via CenturyTel's standard directory service request process ("DSR Process"), such Secondary Distribution to be in accordance with CenturyTel's standard procedures. CenturyTel shall make available to CLEC's Subscribers an 800 number to use for any Secondary Distribution requirements.

D. DIRECTORY ADVERTISING

This tariff does not cover the provision of Directory advertising. Any purchase of Directory advertising shall be handled in accordance with the terms and conditions of CenturyTel's standard Contract for Directory Advertising Services, and at the prices which CenturyTel may have in effect from time to time.

E. COOPERATION

CenturyTel and the CLEC agree that cooperation between them will be required to serve the needs of each Party's subscribers most effectively, and agree to exercise commercially reasonable efforts to achieve the highest quality of service for such subscribers.

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DIRECTORY SERVICES

F. SALES AND PUBLISHING PROCEDURES

CenturyTel shall maintain full authority over its Directory publishing schedules, procedures, standards, and practices, and over the scope and schedules of its Directories. All CLEC listings shall be subject to such publishing schedules, procedures, standards, and practices, and scope and schedules of CenturyTel's Directories. CenturyTel shall periodically supply CLEC with updates concerning publishing schedules and related matters. Nothing in this tariff shall be construed as limiting CenturyTel from entering into an agreement with a third party, in its sole discretion, to act as Publisher.

G. LIMITATION OF LIABILITY; INDEMNITY

1. CenturyTel's liability to CLEC or any CLEC Subscriber for any errors or omissions in Directories published by CenturyTel and/or Publisher (including, but not limited to, any error in any Subscriber or CLEC listing), or for any default or breach of this tariff, or for any other claim otherwise arising hereunder, shall be limited to amounts paid by CLEC to CenturyTel under this tariff. CenturyTel shall have no liability to CLEC's or its Subscribers for any errors or omissions in any Subscriber or CLEC listing published by CenturyTel, or for the publication of any Subscriber data where such Subscriber does not desire a published listing. CLEC shall fully indemnify CenturyTel in accordance with the provisions of Section G.2. following as to any errors or omissions in a CLEC Subscriber listing. CLEC expressly represents that it is authorized to enter into this provision on behalf of itself and its Subscribers.

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G. LIMITATION OF LIABILITY; INDEMNITY (Cont'd)

2. CLEC agrees to indemnify, defend, and hold harmless CenturyTel, its directors, officers, employees, agents and their affiliates (collectively, the "Indemnified Parties") from all losses, claims, damages, expenses, suits, or other actions, or any liability whatsoever including, but not limited to, damages, liabilities, costs and attorneys' fees, made or asserted by any third party (including, but not limited to Subscribers) against the Indemnified Parties and arising out of CenturyTel's performance under the terms of this tariff, from CLEC's or any third party's use of the information provided, or from CLEC's performance.
3. To the maximum extent permitted by the applicable law, in no event shall the Company or the CLEC be liable for any special, incidental, indirect, or consequential damages whatsoever including, without limitation, damages for loss of profits or any other pecuniary loss arising out of or in connection with this tariff, even if such party has been advised of the possibility of such damages, except where such damages occur as the result of a breach of confidentiality, or relate to a CenturyTel indemnity claim.
4. In the event performance of this tariff is either directly or indirectly prevented or restricted by reason of fire, flood, earthquake, acts of God, war, revolution, terrorism, embargo, acts of government in its sovereign capacity, labor difficulties, unavailability of equipment from a vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the affected Party, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention or restriction, and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis, until the delay or restriction has ceased; provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance, and both parties shall proceed at the time such causes are removed.

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H. ASSIGNMENT

Any assignment by either Party of any right or duty under this tariff without the written consent of the other Party shall be void, except that either Party may assign all of its rights and duties under this tariff to any entity that is a subsidiary or affiliate of that Party as of the date of assignment without consent, but with written notification and except that CenturyTel may subcontract the services to be provided hereunder. Any assignment of any right or duty under this tariff, including but not limited to assignment to a subsidiary or affiliate, shall not relieve or excuse the assigning Party's responsibility for any performance pursuant to this tariff.

I. RELATIONSHIP OF THE PARTIES; THIRD PARTY BENEFICIARIES

This tariff does not create any joint venture, partnership, or employment relationship between the Parties or their employees, and the relationship between the Parties shall be that of independent contractors. There are no intended third party beneficiaries to this tariff.

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J. CONFIDENTIAL INFORMATION

1. The Parties recognize and agree that each Party owns, or otherwise has a proprietary interest in, certain information which is of a special, unique, or non-public nature, including, but not limited to: trade secrets; information relating to its business plans, schedules, operations and affiliations; marketing information; computer software; and other information relating to such Party, or its suppliers, customers, and affiliates (hereinafter collectively referred to as "Confidential Information"). During the service period, the Parties have disclosed, or may hereafter disclose, to each other some or all of such Confidential Information incident to performance of the Parties' obligations under this tariff. The receiving party shall preserve in confidence all Confidential Information of the disclosing party, and shall not reveal or in any way disclose the content or existence of Confidential Information to persons not authorized in writing by the disclosing party to receive same, and the Parties shall take all reasonable steps necessary to prevent unauthorized parties, including local telecom service sales during the listing order process, from obtaining Confidential Information in the receiving party's knowledge or possession.
2. The receiving party shall not have an obligation to protect Confidential Information of the disclosing party which: (i) becomes publicly available other than through the action of the receiving party, (ii) is rightfully furnished to the receiving party by a third party without restriction on disclosure, (iii) is furnished by the disclosing party to a third party without restriction on disclosure, (iv) is previously known by the receiving party at the time of receiving such information, or (v) is required to be disclosed by valid order of a court or other governmental body or otherwise required by law.
3. Each Party will make copies of the Confidential Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each Party agrees to use the Confidential Information solely in support of this service and for no other purposes. Confidential Information shall be labeled as such to the extent possible.

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K. NOTICE

Any notice to either Party required or permitted under this tariff shall be in writing and shall be deemed to have been received on the date of service if served personally, or on the date five (5) days after posting if delivered by certified mail, or by telecopier with written confirmation or courier service that obtains written receipt. Notice may also be provided by facsimile transmission which shall be effective on the next Business Day following date of transmission, where "Business Day" shall mean Monday through Friday, except for holidays on which United States mail is not delivered. Any notice shall be directed to the applicable address indicated below, or such address as the Party to be notified has designated by giving written notice to the other Party. Notice to the Company shall be addressed to:

Director, Carrier Relations
100 CenturyTel Drive
Monroe, LA, 71203

L. TAXES

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from performance of this tariff 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. Each Party shall provide the other Party sufficient notice to protest any taxing jurisdiction's audit claims, and cooperate fully if an appeal is deemed necessary.

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M. PROCEDURES

1. CLEC to submit directory listing requests for all additions, changes, deletions on a daily basis via the DSR Process per OBF standard to CenturyTel or its Publisher as directed by CenturyTel
2. CLEC to respond to all listing queries and requests for directory listing changes within two business days
3. CLEC to assign classified heading for each business customer at the time of submission of the DSR Process
4. CLEC to provide delivery address information for each CLEC subscriber either via the DSR Process or as otherwise directed by CenturyTel

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DIRECTORY SERVICES

N. Description of Services:

1. Preliminary Pages
 - a. Critical customer contact numbers for billing, service, repair
 - b. Listing of CLEC name and address in alpha order on page(s) titled "Other Telephone Service Providers"
2. Directory Listings
 - a. A white pages listing for each published CLEC subscriber
 - b. A standard regular listing in classified section of directory for each business - A complete list of classified headings and a directory production schedule, with service order close and galley due dates, will be provided
 - c. Fulfillment of orders for directory listings to 3rd party directory publishers on behalf of CLEC
3. White Pages Galleys
 - a. One white pages galley for each directory to proof prior to publication at no charge
 - b. Additional galleys available upon request
4. Copies of Directories
 - a. One copy of telephone directory to CLEC at time of publication
 - b. Delivery of directories to CLEC subscribers, (quantity of 1 per residence and 2 per business unless otherwise specified) during initial and secondary distribution
5. Directory Service Request
 - a. Service order processing to update, establish or change a directory listing

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O. Rates and Charges

	<u>Charges</u>
1. Preliminary Pages	No Charge
2. Directory Listings.....	No Charge
3. Tariff Items (e.g. additional listings).....	Tariff Rate
4. Order Fulfillment	No Charge
5. White Pages Galleys - First galley	No Charge
6. White Pages Galleys - Each Additional Galley	\$150.00 ea.
7. Listing changes on final galley	\$1.50 each
8. Copies of Directories	No Charge
9. Directory Service Request to update or establish (stand alone) a directory listing	\$7.50 per DSR (I)

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SERVICE CHARGES

- A. Scope
The purpose of this section is to provide installation rates for services provided by the company to Competitive Local Exchange Carriers (CLEC) customers.
- B. Service Charges
1. A service charge is a non-recurring flat charge applicable to the initial establishment of service. This charge includes but is not limited to:
 - a. Establishment of basic access line service to the protector.
 - b. Directory service.
 - c. Number changes requested by the customer.
 - d. Establishment of any service as provided for in this tariff.
 - e. Reconnection of service temporarily suspended.
 - f. Expediting the establishment of service.
 2. Non-recurring charges are in addition to any other scheduled rates and charges that normally would apply in this tariff.
 3. The charges specified herein do not contemplate work being performed by the Telephone Company employees at a time when overtime wages apply, due to the request of the customer. If the customer requests overtime labor performed or interrupts work once begun, a charge in addition to the specified charges will be made to compensate the Company for the extraordinary expenses incurred.
 4. Upon customer request, the Company will perform the work required to determine if a due date for a service order can be provided that is in advance of the Company's stated standard installation interval for such service. Such requests shall be referred to as expedite requests, and all such requests shall incur an Expedite Request Charge whether or not the Company can meet the expedited due date desired by the customer. The Expedite Request Charge is in addition to all other applicable nonrecurring charges and applies on a per occurrence basis per service order. Expediting is not available for number port orders, and may not apply to other services.

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SERVICE CHARGES

C. Rates and Charges

1. Service Charges

a. See Local Exchange tariff for rates and charges.

2. Expedite Charge

Nonrecurring Charge

a. Per occurrence per service order \$150.00

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