



January 17, 2012

VIA E-FILING & OVERNIGHT MAIL

Walter Thomas, Jr., Secretary
Alabama Public Service Commission
100 North Union Street, Suite 850
Montgomery, AL 36104



Re: Request for Approval of Traffic Exchange Agreement between CenturyTel of Alabama LLC, d/b/a CenturyLink and ALEC Inc., entities operating in Alabama

Dear Mr. Thomas:

Pursuant to Alabama Public Service Commission (Commission) Rule T-27 and the Telecommunications Act of 1996 (the Act), attached are original and one copy of the Traffic Exchange agreement between CenturyTel of Alabama, LLC, d/b/a CenturyLink (CenturyLink) and ALEC Inc., entities operating in Alabama (ALEC). This document has been filed with the Commission via the electronic filing system.

Both parties represent that to the best of their knowledge, this Agreement does not discriminate against any other telecommunications carriers and that this Agreement is consistent with the provisions of the Telecommunications Act of 1996. Both parties respectfully request Commission approval of this Agreement.

If there are any questions regarding this matter please contact Roberta Cooper at 850-599-1563.

Sincerely,

A handwritten signature in blue ink that reads "Cathy J. Quinn".

Cathy J. Quinn
Regional Manager- Carrier Relations



TRAFFIC EXCHANGE AGREEMENT

FOR THE STATE OF ALABAMA

BETWEEN

ALEC, INC.

AND

CENTURYTEL OF ALABAMA, LLC DBA CENTURYLINK

EXPIRATION: NOVEMBER 1, 2014

TRAFFIC EXCHANGE

This Traffic Exchange Agreement ("Agreement") is entered into by and between ALEC, Inc., ("ALEC"), a Kentucky corporation, and CenturyTel of Alabama, LLC, dba CenturyLink ("CenturyLink") an Alabama corporation, which are collectively referred to herein as "the Parties", to establish the rates, terms and conditions for local interconnection and the exchange of Local traffic for the state of Alabama.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Traffic Exchange Agreement for the state of Alabama entered into by and between Comcast Phone of Alabama, LLC, and CenturyTel of Alabama, LLC dba CenturyLink, dated November 1, 2011, as filed with the Alabama Public Service Commission ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 Unless otherwise stated differently in the Agreement, all CenturyLink obligations are CenturyLink ILEC operating company-specific obligations and are not obligations that are jointly-provided or otherwise shared between the listed operating companies as a collective entity.
- 1.5 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between CLEC and CenturyLink pertaining to the subject matter hereof, applicable to the state of Alabama.

2. PARTIES

For the purposes of this Agreement, ALEC is hereby substituted in the Adopted Agreement for Comcast; and CenturyLink shall remain as the other Party to the Adopted Agreement.

3. PROVISIONS

- 3.1 The Terms of the Comcast Agreement are being adopted by CLEC pursuant to its statutory rights under Section 252(i). CenturyLink does not provide these Terms to CLEC as either a voluntary or negotiated agreement. The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 The Terms 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.
- 3.3 CenturyLink reserves the right to deny to CLEC any obligation under or application of the adopted Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to CLEC are greater than the costs of providing it to the original signatory carrier;

(b) if the provision of the Terms to CLEC are not technically feasible; and/or to the extent CLEC already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyLink and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).

- 3.4 Should any such condition occur, CenturyLink will notify CLEC in writing and CenturyLink and CLEC agree to work towards any mutually agreeable alternative or resolution.
- 3.5 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.

4. EFFECTIVE DATE AND TERM

- 4.1 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; except that the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. Unless delayed by Commission action, the "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.
- 4.2 This Agreement shall be effective to and through November 1, 2014 and, unless cancelled or terminated earlier in accordance with the terms hereof. If neither Party elects to terminate this Agreement as of the date of termination of the Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

If to ALEC:

ALEC, Inc.
Mark Hayes
VP, Operations
250 West Main Street
Suite 1920
Lexington, KY 40507
859-721-4224
mhayes@alec.net

With a copy to:
Paul B. Hudson
Davis Wright Tremaine
1919 Pennsylvania Ave. NW
Suite 800
Washington, DC 20006
paulhudson@dwt.com
202-972-4275

If to CenturyLink:

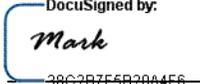
CenturyLink
Director Wholesale Contracts
930 15th Street 6th Floor Denver, CO
80202
Email: intagree@centurylink.com
Phone: 303-672-2879

With copy to CenturyLink at the address shown below:

CenturyLink Law Department
Associate General Counsel,
Interconnection
1801 California Street, 9th Floor
Denver, CO 80202
Email:
Legal.Interconnection@centurylink.com
Phone: 303-383-6553

IN WITNESS WHEREOF, ALEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

ALEC, INC.

By:  38C2B7F5B28A4F6...
Name : Mark Hayes
Title: VP, Operations
Date: 1/14/2012

**CENTURYTEL OF ALABAMA, LLC DBA
CENTURYLINK**

By:  05E9FC68BD57454...
Name: L.T. Christensen
Title: Director – Wholesale Contracts
Date: 1/16/2012