

EXHIBIT C

INTERCONNECTION AGREEMENT

BETWEEN

STAR TELEPHONE MEMBERSHIP CORPORATION

AND

TIME WARNER CABLE INFORMATION SERVICES (_____), LLC

[DATE]_____

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INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT (“*Agreement*”), is made effective upon signature by both Time Warner Cable Information Services (_____), LLC (“*CLEC*”) with offices at 60 Columbus Circle, New York, New York 10023, and Star Telephone Membership Corporation (“*ILEC*”). This Agreement may refer to either ILEC or CLEC or both as a “*Party*” or “*Parties*.”

WHEREAS, ILEC is an Incumbent Local Exchange Carrier authorized to provide Telecommunications Services in various exchanges in the State of North Carolina (the “*ILEC’s Service Territory*”); and

WHEREAS, CLEC is or seeks to become a Competitive Local Exchange Carrier acting as a Telecommunications Carrier providing Telecommunications Services in portions of the ILEC’s Service Territory; and

WHEREAS, CLEC has requested that ILEC negotiate the establishment of arrangements described in 47 U.S.C. § 251(a) and (b), and CLEC maintains that it is not seeking services under 47 U.S.C. § 251(c).

NOW THEREFORE, in consideration of the mutual agreements contained herein, ILEC and CLEC agree to interconnect their facilities and exchange Telecommunications Traffic to fulfill their obligations pursuant to 47 U.S.C. § 251(a) and (b) and for the purpose of transporting and terminating such Telecommunications Traffic, as follows:

1. **Effective Date, Term & Termination.**

- 1.1 Effective Date. This Agreement shall be deemed effective on the date stated in the first paragraph of this Agreement (the “*Effective Date*”).
- 1.2 Term. This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until ~~one~~three (3) ~~year~~years after the Effective Date (the “*Initial Term*”); provided, however, that any suspension or modification of ILEC’s obligations under Section 251(b) of the Act pursuant to Section 251(f)(2) of the Act shall be given effect by the Parties no later than thirty (30) days following the issuance of such suspension or modification order, notwithstanding the provisions of this Agreement, unless the suspension or modification order is stayed or held in abeyance. If neither Party elects to terminate this Agreement as of the date of termination of the Initial 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.
- 1.3 Notice of Termination. Either Party may terminate this Agreement effective upon the expiration of the Initial Term by providing written notice of termination (“*Notice of Termination*”) at least ninety (90) calendar days in advance of the applicable date of termination. Either Party may terminate this Agreement effective upon the expiration of a Follow-on Term by providing a written Notice

of Termination at least thirty (30) calendar days in advance of the applicable date of termination.

- 1.4 Effect on Termination of Negotiating Successor Agreement. If either Party provides notice of termination pursuant to Section 1.3 and, on or before the noticed date of termination, either Party has requested negotiation of a new interconnection agreement, this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between the Parties; or, (b) the date 180 calendar days after the date of termination identified in the Notice of Termination, or (c) as may be mutually agreed by the Parties, unless an arbitration petition for a successor agreement has been filed by either Party, in which case (a) applies.
- 1.5 Termination Upon Sale. Notwithstanding anything to the contrary contained herein, a Party may terminate its obligations under this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-Affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) days prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas, to the extent provided for in this Agreement.
- 1.6 Suspension or Termination Upon Default. Subject to either Party invoking its rights under Section 10, Dispute Resolution, either Party may suspend or terminate this Agreement, in whole or in part, in the event of a Default (defined below) by the other Party; provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the Default and the defaulting Party does not cure the Default within sixty (60) calendar days of receipt of written notice thereof.
- 1.7 “Default” is defined to include:
 - (a) A Party’s insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party, consistent with any order, decision, or other binding action taken by the bankruptcy court, or similar adjudicator of the Parties’ rights in the event of receivership or bankruptcy; or
 - (b) The final revocation of a Party’s Certificate of Operating Authority or and transition of End-User Customers to another carrier; or
 - (c) A decision pursuant to the Formal Dispute Resolution provisions of Section 10, Dispute Resolution, that a Party has materially breached any of the terms or conditions hereof; or
 - (iv) Failure of a Party to pay undisputed amounts or to properly dispute unpaid amounts in accordance with Section 6.2, Billing and Payments/Disputed

Amounts, subject to either Party invoking its rights under Section 10, Dispute Resolution.

- 1.8 Other Relief. Notwithstanding any other provision of Section 1.6 and except as may be prohibited by applicable federal law, either Party, as allowed by the Commission, may seek relief from the other Party's claims, assertions, actions or inaction in breach of this Agreement.
- 1.9 Liability Upon Termination. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability (i) which, at the time of termination, had already accrued to the other Party, (ii) which thereafter accrues in any respect through any act or omission occurring prior to the termination, or (iii) which accrues from an obligation that is expressly stated in this Agreement to survive termination.
- 1.10 Proceedings Under Section 251(f)(2). In the event that ILEC's obligation to furnish any of the Section 251(b) arrangements provided for herein is modified or suspended by the NCREA in the pending proceedings under Section 251(f)(2), then this Agreement shall be deemed modified to conform to the final order of the NCREA modifying or suspending any such obligation(s) unless such order is stayed or held in abeyance. In the event that ILEC's obligation to furnish one or more of the Section 251(b) arrangements provided for herein is suspended by the NCREA, ILEC shall thereafter have no obligation under this Agreement to furnish such Section 251(b) arrangement to CLEC, except in accordance with such suspension order or in the event of a stay of such suspension order. In the event that ILEC's obligation to furnish one or more of the Section 251(b) arrangements provided for herein is modified by the NCREA, ILEC shall thereafter have no obligation under this Agreement to furnish such Section 251(b) arrangement to CLEC, except in accordance with such modification order or in the event of a stay of such modification order.

2. Contact Information.

The Parties agree to exchange and to update contact and referral information for all purposes herein, including, but not limited to, order inquiry, number porting, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

3. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party.

4. Assignment.

- 4.1 Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent,

which consent shall not be unreasonably restricted, delayed or withheld. Notwithstanding anything to the contrary, a Party may assign, subcontract or otherwise transfer its rights or obligations under this Agreement upon notice to the other Party, but without needing the other Party's consent, to a subsidiary, Affiliate, or parent company, including any firm, corporation, or entity which the Party controls, is controlled by, or is under common control with, or has a majority interest in, or to any entity which succeeds to all or substantially all of its assets whether by merger, sale, or otherwise. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

- 4.2 Neither Party shall assign this Agreement to any Affiliate or non-affiliated entity unless either (1) the assigning Party pays all undisputed bills, past due and current, under this Agreement, prior to the effective date of such assignment or (2) the assignee expressly assumes liability for payment of such bills in a writing approved by the non-assigning Party.

5. Authority.

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

6. Billing and Payment.

- 6.1 In consideration of the services and facilities provided under this Agreement, each Party shall bill the other Party on a monthly basis all applicable charges as set forth in this Agreement. The Party billed ("**Billed Party**") shall pay to the invoicing Party ("**Billing Party**") all undisputed amounts within thirty (30) days from the bill date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made by the prior business day. Neither Party shall back-bill the other Party for services provided under this Agreement that are more than twenty-four (24) months old or that predate this Agreement. If a Party fails to bill for a service within twenty-four (24) months of when it was rendered, then that Party waives its rights to bill for that service, absent fraud or willful misconduct by the Billed Party.

- 6.1.1 Any amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Governing Law set forth in Section 15.

6.2 Billing Disputes

- 6.2.1 Neither Party shall dispute any amount billed by the Other Party (whether paid or unpaid) more than two (2) months from the date of receipt of the initial invoice for the disputed charge. If a Party fails to dispute a charge within two (2) months of the date of receipt of the initial invoice for that

charge, then that Party waives its rights to dispute that charge (and /or payment of that charge), absent fraud or willful misconduct by the Billing Party. Within said two (2) month dispute period the Billed Party shall give written notice to the Billing Party of the invoice involved and the amount it disputes (the “*Disputed Amount*”). Within three (3) months from the date of the initial invoice for that charge the Billed Party shall provide the specific details and reasons for disputing each item. The Billed-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to any Disputed Amount.

- 6.2.2 If the dispute is resolved such that payment of some amount is required from the Billed Party, the Billed Party shall pay within sixty (60) days of the resolution of such dispute such required amounts with interest from the original due date at the rate specified in Section 6.1.1, above.
- 6.2.3 If the dispute is resolved such that both (i) payment of some or all of the Disputed Amount is not required, and (ii) the Billing Party is required to re-refund some amount to the Billed Party, the Billing Party will issue the Billed Party an appropriate credit on its next invoice following the date of resolution of the dispute, together with interest from the date payment was received at the rate specified in Section 6.1.1, above.
- 6.2.4 Any dispute concerning whether a Disputed Amount is due that the Parties cannot resolve by working together in good faith shall be resolved in accordance with all of the applicable procedures identified in the Dispute Resolution provisions set forth in Section 10 of this Agreement.

6.3 Consequences of Failure to Make Timely Payment

- 6.3.1 If any payment is not made when due, the Billing Party may send a written notice (the “*Failure to Pay Notice*”) to the Billed Party that provides the following:
 - 6.3.1.1 notice that if payment is not made within fifteen (15) days of the date of this Failure to Pay Notice, the Billing Party will stop servicing all pending service orders from the Billed Party, will stop accepting new service orders from the Billed Party; and
 - 6.3.1.2 notice that if payment is not made within thirty (30) days of the date of this Failure to Pay Notice, the Billing Party will suspend all services provided under this Agreement; and
 - 6.3.1.3 notice that if payment is not received within forty-five (45) days of the date of this Failure to Pay Notice, ~~that this Agreement will automatically terminate~~ the Billing Party is entitled to invoke the termination procedures under Section 1.6.

6.3.2 Following the sending of the Failure to Pay Notice, the Billing Party shall be free to take any or all of the above described actions if the full amount due is not paid prior to the expiration of the applicable period(s) stated in the Failure to Pay Notice.

6.3.3 These consequences shall apply only to the non-payment of charges that are past due. Any unpaid charge that is disputed pursuant to Section 6.2, above, does not become past due, if at all, until expiration of the time period for payment following resolution of the dispute.

6.4 Audits

Either Party may conduct an audit of the other Party's billing data and invoices pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing data and invoicing in accordance with this Agreement, provided that the requested records do not exceed twelve (12) months in age from the date the monthly bill containing said record information was issued.

Any audit shall be performed as follows: (i) following at least thirty (30) days prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party and at single location designated by the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

6.4.1 Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from the requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such audit and are agreed to by the Parties.

6.4.2 Any disputes concerning audit results shall be referred to the Parties' designated representative(s) who have authority to settle the dispute. If these individuals cannot resolve the dispute within thirty (30) calendar days of the referral, the matter shall be resolved in accordance with the Dispute Resolution procedures set forth in Section 10 of this Agreement.

6.4.3 In addition to the audit rights in this Section 6, if either Party uses a third party to provide any services under this Agreement, including but not limited to 911 or directory listings, the Parties will cooperate with each other to obtain the necessary documentation to conduct an audit related to those services.

6.5 Recording

The Parties shall each perform traffic recording and identification functions necessary to provide the services contemplated hereunder. Each Party shall calculate terminating duration of minutes used based on standard Automatic

Message Accounting (“*AMA*”) records made within each Party’s network; however, each Party may use alternative methods to record and/or validate terminating usage, such as SS7 traffic measurement and identification devices. The records shall contain the information to properly assess the jurisdiction of the call including ANI and service provider information necessary to identify the originating company and originating signaling information.

7. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

8. Confidential/Proprietary Information.

8.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (collectively the “*Receiving Party*”) pursuant to this Agreement (“*Confidential/Proprietary Information*”) shall be deemed the property of the Disclosing Party. Unless Confidential/Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Confidential/Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 8.2 of this Agreement. Nothing herein shall prohibit or restrict a Receiving Party from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration, provided that, if the request or disclosure includes Confidential/Proprietary Information, the Disclosing Party is first given the opportunity to seek appropriate relief under the provisions of Section 8.2.

8.2 If any Receiving Party is required by any governmental authority, or by Applicable Law, to disclose any Confidential/Proprietary Information, or believes it is necessary to disclose Confidential/Proprietary Information pursuant to Section 8.1 above, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from

all or part of such requirement. The Receiving Party may disclose the Confidential/Proprietary Information within the time required by the governmental authority or Applicable Law provided that the Disclosing Party has been provided with written notice under this Section 8.2 and protective relief has not been obtained by the Disclosing Party. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief that such Disclosing Party chooses to obtain.

- 8.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Confidential/Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

9. Fraud.

Neither Party shall bear responsibility for, nor be required to make adjustments to the other Party's account, in cases of fraud by the other Party's End-User Customers or on the other Party's End-User Customer accounts. The Parties agree to reasonably cooperate with each other to detect, investigate, and prevent fraud and to reasonably cooperate with law enforcement investigations concerning fraudulent use of the other Party's services or network. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

10. Dispute Resolution.

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

- 10.2 Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize

other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential/Proprietary Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

10.3 Formal Dispute Resolution. If negotiations pursuant to Section 10.2 fail to produce an agreeable resolution within sixty (60) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

10.4 Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations (including making payments in accordance with Section 6) in accordance with this Agreement.

11. Entire Agreement.

This Agreement, together with all applicable attachments, exhibits, schedules, and addenda, constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, discussions, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, discussions, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied have been made or relied upon in the making of this Agreement other than those specifically set forth herein. In the event that a conflict between any terms of this Agreement is identified by the Parties, the Parties shall meet and negotiate in good faith in an effort to reconcile the conflicting provisions. If they are unable to do so, then the conflict shall be resolved through the Dispute Resolution process provided for in Section 10 of this Agreement.

12. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

13. Force Majeure.

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority,

government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, equipment failure, power blackouts, volcanic action, other major environmental disturbances, hurricanes, tropical storms or other unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a “*Force Majeure Event*”). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give notice to the other Party as soon as possible and shall take all reasonable steps to correct the condition resulting from the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event shall be abated and shall resume immediately without liability thereafter.

14. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval, or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld, or delayed.

15. Governing Law.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina and, when applicable, in accordance with the requirements of the Act and the FCC’s implementing regulations.

16. Headings.

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

17. Independent Contractor Relationship.

Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties other than that of interconnecting carriers. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Party and the other Party’s End-User Customers or other third parties.

18. Law Enforcement Interface.

18.1 With respect to requests for call content interception or call information interception directed at a Party’s End-User Customer, the other Party will have no direct involvement in law enforcement interface. In the event a Party receives a law enforcement surveillance request for an End-User Customer of the other Party, the Party initially contacted shall direct the agency to the other Party.

18.2 Notwithstanding the preceding subparagraph, the Parties agree to work jointly when reasonably necessary in security matters to support law enforcement agency requirements for call content interception or call information interception.

19. Liability and Indemnity.

19.1 **DISCLAIMER**

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

19.2 **Indemnification**

19.2.1 Each Party (the “*Indemnifying Party*”) shall indemnify and hold harmless the other Party (the “*Indemnified Party*”) from and against claims for loss, cost, liability, damage, and expense (including reasonable attorneys’ fees) (“*Claims*”) by any End-User Customers of the Indemnifying Party and other third persons, for:

19.2.1.1 damage to tangible personal property or for personal injury proximately caused by the negligence, willful misconduct or intentional acts or omissions of the Indemnifying Party, its employees, agents or contractors; and

19.2.1.2 libel, slander, infringement of copyright, or invasion of privacy arising from the content of communications transmitted over the Indemnified Party’s facilities arising from the Indemnifying Party’s facilities and originated by the Indemnifying Party or one of its End-User Customers.

19.2.2 A Party’s indemnification obligations hereunder shall not be applicable to any Claims to the extent caused by, contributed to by, arising out of, or in connection with the negligence, willful misconduct or intentional acts or omissions of the Indemnified Party.

19.2.3 Notwithstanding this indemnification provision or any other provisions in the Agreement, neither Party, nor its parent, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages as defined in Section 19.3.3 of this Agreement.

19.2.4 The Indemnified Party will notify the Indemnifying Party promptly in writing of any Claims by End-User Customers or other third persons for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section, and the Indemnifying Party will promptly assume the defense of such Claim.

19.2.4.1 In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party, after not less than twenty (20) days prior written notice to the Indemnifying Party, may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense of such defense or settlement.

19.2.4.2 The Indemnifying Party shall consult with the Indemnified Party prior to undertaking any compromise or settlement of any Claim(s), and the Indemnified Party will have the right, at its sole option and discretion, to refuse any such compromise or settlement that (in the Indemnified Party's sole reasonable opinion) might prejudice the rights of the Indemnified Party, and, at the Indemnified Party's sole cost and expense, to take over the defense, compromise or settlement of such Claim(s); provided, however, that in such event the Indemnifying Party will neither be responsible for, nor will it be further obligated to indemnify the Indemnified Party from or against any Claims in excess of the amount of the refused compromise or settlement.

19.2.4.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

19.3 Limitation of Liability

19.3.1 Except for a Party's indemnification obligations under Section 19.2, no liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

19.3.2 Except to the extent indemnification is provided for in Section 19 and the Ancillary Services Attachment, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct or actions of the other Party, its agents, servants, contractors or others acting in aid or

concert with that Party, except in the case of gross negligence or willful misconduct.

19.3.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenues or other economic loss in connection with, arising from or relating to this Agreement, including but not limited to anything said, omitted or done hereunder (collectively, “*Consequential Damages*”), even if the other Party has been advised of the possibility of such damages.

19.4 Intellectual Property

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

20. Intentionally left blank.

21. **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.

22. **No Third Party Beneficiaries.**

This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, if any, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party in writing. Except if otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party’s business.

23. **Notices.**

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii)

mailed, postage prepaid, certified mail, return receipt, (iv) faxed, or (v) sent by e-mail with electronic proof of receipt, in each case to the following addresses of the Parties:

To: **CLEC**

Julie Laine
Group Vice President & Chief Counsel,
Regulatory
Time Warner Cable
60 Columbus Circle
New York, NY 10023
Tel: 212.364.8482
Fax: 704.973.6239
Email: Julie.Laine@twcable.com

With a copy to:

Maribeth Bailey
Time Warner Cable
60 Columbus Circle
New York, New York 10023
Tel: 212.364.8440
Fax: 704.973.6222
Email: Maribeth.bailey@twcable.com

To: **ILEC**

Lyman Horne
Executive VP and General Manager
Star TMC
3900 US Highway 421 North
Clinton, NC 28329
Tel: 910.564.4194
Fax: 910.564.4199
Email: lmhorne@stmc.net

With a copy to:

Daniel C. Higgins
Burns, Day & Presnell, P.A.
P.O. Box 10867
Raleigh, NC 27605
Tel: 919.782.1441
Fax: 919.782.2311
Email: dhiggins@bdppa.com

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent *via* overnight express mail or personal delivery; or (iii) five (5) days after mailing in the case of certified U.S. mail.

24. Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not materially interfere with or materially impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the other Party's facilities or create hazards to the employees of the other Party or to the public.

25. Change in Law.

25.1 The Parties enter into this Agreement without prejudice to any positions they have taken previously or may take in the future in any legislative, regulatory, judicial, or other public forum addressing any matters, including matters related specifically to this Agreement, or other types of arrangements prescribed in this Agreement, provided, however, that this Agreement shall remain binding on the

Parties, except as provided for in Section 1.10. The Parties further acknowledge and agree that by executing this Agreement, neither Party waives any of its rights, remedies, or arguments with respect to any change in law, including its right to seek legal review or a stay pending appeal of such change or its rights under this paragraph.

- 25.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the Act and the rules and regulations promulgated thereunder by the FCC as of the Effective Date (“*Applicable Rules*”). In the event of (i) any final, effective, unstayed, amendment to the Act, (ii) any effective legislative action that is not stayed or overturned, (iii) any effective, final, non-appealable regulatory or judicial order, rule or regulation (except for such action addressed in Section 1.10), (iv) any final, non-appealable dispute resolution under this Agreement, or (v) any other final, effective, non-appealable legal action purporting to apply the provisions of the Act to the Parties or in which the FCC makes a generic determination that is generally applicable to pricing, terms and/or conditions of this Agreement, any of which establishes additional Applicable Rules or revises, modifies or reverses the Applicable Rules (individually and collectively “*Amended Rules*”), then except for the scenario addressed in Section 1.10, either Party may, to the extent permitted or required by the Amended Rules, by providing written notice to the other Party, require that the provisions of this Agreement that are revised, modified or reversed by the Amended Rules be discussed in good faith and this Agreement shall be amended to reflect the pricing, terms and/or conditions mutually agreed to by the Parties to reflect each such Amended Rule. For the avoidance of doubt, “Change of Law” shall not include an order or ruling granting a suspension or modification under Section 251(f)(2) of the Act, which shall not be subject to the provisions of Section 25 of this Agreement. Consistent with Sections 1.2 and 1.10 of the Agreement, the Parties agree that an order or ruling granting a suspension or modification under Section 251(f)(2) shall be given effect pursuant to the terms of such order or ruling.
- 25.3 Except in the event of suspension or modification addressed in Section 1.10, should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the Section 10 Dispute Resolution provisions of this Agreement, it being the intent of the Parties that this Agreement shall be brought into conformity with the then-current Applicable Rules as determined by the change in law.

~~25.4 CLEC shall participate, in any fund or plan established by the NCREA or other state commission with jurisdiction as to CLEC, designed to support universal service in North Carolina, in accordance with the rules, regulations or orders of the NCREA or any other state commission with jurisdiction as to CLEC. If CLEC provides wholesale services to any third party service provider in ILEC’s service area (i.e., a last mile provider), then CLEC shall implement procedures to ensure that any such contributions are paid by such third party.~~

26. Regulatory Approval.

The Parties understand and agree that this Agreement will be filed with the Commission. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and discuss in good faith to arrive at a mutually-acceptable modification of the rejected portion(s).

27. Taxes and Fees.

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or levied against or upon the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be exempt from any such tax, the purchasing Party shall furnish the providing Party a proper resale or other tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale or other tax exemption. Failure to provide such resale or tax exemption certificate within sixty (60) days of notice of the claimed exemption will result in no exemption being available to the purchasing Party.

28. Trademarks and Trade Names.

No patent, copyright, trademark or other proprietary right (the "**Marks**") is licensed, granted, or otherwise transferred by this Agreement. Each Party is strictly prohibited from any use of the other Party's Marks, including, but not limited to, in sales, in marketing or in advertising of telecommunications services. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use.

29. Branding.

29.1 CLEC shall provide the exclusive interface to CLEC subscribers, except as CLEC shall otherwise specify for the reporting of trouble or other matters identified by CLEC for which ILEC may directly communicate with CLEC subscribers.

29.2 Intentionally omitted.

29.3 Except as specifically permitted by a Party, in no event shall either Party provide information to the other Party's subscribers about the other Party or the other Party's products or services.

29.4 Intentionally omitted.

29.5 This Section shall not confer on either Party any rights to the service marks, trademarks and/or trade names owned by or used in connection with services by the other Party, except as expressly permitted in writing by the other Party.

30. Non-Waiver.

Failure of either Party to insist on the performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

31. Referenced Documents.

To the extent a Party uses such materials, and except where such handbooks/documentation/web information (a) conflicts with the language of this Agreement; (b) adds charges not covered in this Agreement's Pricing Attachment; (c) establishes unreasonable restrictions or demands; or (d) conflicts with applicable law, each Party will use the other Party's operational handbooks or web-based procedures, if any, for interacting with one another (e.g., placing orders, handling maintenance issues, obtaining End-User Customer information). If provisions in or changes to the operational handbooks or web-based procedures of one Party cause significant modifications to the other Party's ("*Disputing Party*") processes or are outside normal industry practice, the Disputing Party may raise the concern with the Party whose procedures have changed. The Parties agree to discuss options for minimizing the impact of the change on the Disputing Party and implementing such options if appropriate. Adherence by a Party to a provision of the other Party's handbooks or procedures shall not constitute a waiver of the right to object to such provision, or to pursue the dispute resolution process regarding such provision.

32. Responsibility for Third Party Traffic.

All traffic delivered by one Party (the "*Delivering Party*") to the other Party (the "*Receiving Party*") under this Agreement, including traffic originated by End-User Customers of the Delivering Party or other third persons, shall be deemed traffic of the Delivering Party who shall be responsible for all traffic as if such traffic had been originated by the Delivering Party, including payment of any costs or fees recoverable under applicable law.

33. Federal Jurisdictional Areas.

Article 1, Section 8, Clause 17 of the United States Constitution provides the authority to Congress to exercise exclusive jurisdiction over areas and structures used for military purposes (the "*Federal Enclaves*"). The Parties agree that Telecommunications Services provided within Federal Enclaves are not within the scope of this Agreement. To the extent ILEC has contracts with federal entities that limit or prohibit the ability of CLEC to provide resale or UNEs, such contract will govern Telecommunications Services on such Federal Enclave. If the contract with the federal entity provides for the resale or provision of UNEs to provide service on the Federal Enclave, ILEC will provide CLEC with information regarding the provision of service on the Federal Enclave.

34. Implementation Plan.

34.1 This Agreement sets forth the overall standards of performance for the services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the “**Implementation Team**”) which shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support and satisfy the standards set forth in this Agreement and implement each Party’s obligations hereunder.

34.2 Dispute Resolution. If the Implementation Team is unable to agree on any of the matters to be included in the Implementation Plan, then either Party may invoke the procedures set forth in Section 10.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

<p>Star Telephone Membership Corporation</p> <p>By: _____</p> <p>Name: Lyman Horne</p> <p>Title: Executive VP and General Manager</p> <p>Date: _____</p>	<p>Time Warner Cable Information Services (_____), LLC</p> <p>By: _____</p> <p>Name: David Flessas</p> <p>Title: SVP, Network Operations & Planning</p> <p>Date: _____</p>
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GLOSSARY
to
INTERCONNECTION AGREEMENT

1. General Rule.

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this Agreement are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

2. Definitions.

2.1 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.

2.2 ACT.

The Communications Act of 1934 (47 U.S.C. §151 et. seq.), as from time to time amended (including, without limitation, by the Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996), and as further interpreted in the duly authorized and effective rules and regulations of the FCC.

2.3 AFFILIATE.

Shall have the meaning set forth in the Act.

2.4 APPLICABLE LAW.

All effective laws, government regulations and orders, applicable to each Party's performance of its obligations under this Agreement.

2.5 AUTOMATIC NUMBER IDENTIFICATION (ANI).

The signaling parameter which refers to the number transmitted through the network identifying the calling number of the calling Party.

2.6 BILL AND KEEP.

An arrangement, as described by the Act, under which the Parties believe that traffic exchange will be balanced and therefore agree to recover their costs

associated with the transport and termination of Local/EAS Traffic from their own End-User Customer, rather than each other.

2.7 CALLING PARTY NUMBER (CPN).

A Signaling System 7 (SS7) parameter that identifies the calling party's telephone number.

2.8 CENTRAL OFFICE.

A local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXX"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.

2.9 CENTRAL OFFICE SWITCH.

A switch used to provide Telecommunications Services including but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as combination End Office/Tandem Office Switch.

2.10 COMMISSION.

Means the Federal Communications Commission.

2.11 COMMON CHANNEL SIGNALING (CCS).

A method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call.

2.12 COMPETITIVE LOCAL EXCHANGE CARRIER.

Any corporation or other person legally able to provide Local Exchange Service in competition with an ILEC.

2.13 DIGITAL SIGNAL LEVEL 1 (DS1).

The 1.544 Mbps first-level signal in the time-division multiplex hierarchy.

2.14 DIGITAL SIGNAL LEVEL 3 (DS3).

The 44.736 Mbps third-level signal in the time-division multiplex hierarchy.

2.15 DIRECT INTERCONNECTION FACILITIES.

Dedicated one-way or two-way transport facilities installed between CLEC's switch (or its equivalent) and ILEC's switch.

2.16 END OFFICE SWITCH OR END OFFICE.

A switch in which End-User Customer station loops are terminated for connection to trunks. The End-User Customer receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of an End Office Switch.

2.17 END-USER CUSTOMER.

The residential or business subscriber that is the ultimate user of Telecommunications Services provided to such subscriber by either of the Parties of one of the Parties.

2.18 EXCHANGE ACCESS.

Exchange Access shall have the meaning set forth in Section 153(20) of the Act.

2.19 EXCHANGE AREA.

Means a geographic area defined in ILEC's filings with the NCREA within which the ILEC or CLEC provides Telephone Exchange Service.

2.20 FCC.

The Federal Communications Commission.

2.21 FCC USF-INTERCARRIER COMPENSATION REFORM ORDER.

Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161, adopted by the FCC on October 27, 2011 in Docket Nos. 10-90, 09-51, 07-135, 05-337, 01-92, 96-45, 03-109, 10-208.

2.22 INCUMBENT LOCAL EXCHANGE CARRIER.

Has the meaning set forth in 47 U.S.C. § 251(h)

2.23 INFORMATION SERVICE.

The term shall be as defined in 47 U.S.C. § 153(24).

2.24 INTERCONNECTED VOIP SERVICE TRAFFIC.

Interconnected VoIP Service Traffic is traffic that is provisioned via a service that: (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the user's location; (3) requires Internet protocol-compatible customer premises equipment (CPE); and (4) permits users generally to receive calls that originate on the public switched telephone network and to terminate calls to the public switched telephone network.

2.25 INTERCONNECTION.

“Interconnection” means the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.

2.26 INTEREXCHANGE CARRIER (IXC).

A Telecommunications Carrier that provides, directly or indirectly, InterLATA and/or IntraLATA telephone toll services.

2.27 INTERLATA TRAFFIC.

Telecommunications Traffic that originates in one LATA (as defined in the Act) and terminates in another LATA.

2.28 INTRALATA TOLL TRAFFIC.

Telecommunications Traffic that originates and terminates in the same LATA, excluding Local/EAS Traffic and ISP-Bound Traffic.

2.29 INTRALATA TRAFFIC.

Telecommunications traffic means traffic that originates and terminates outside the local calling area as (defined by the ILEC’s applicable local exchange Tariff) but within a LATA.

2.30 INTERNET PROTOCOL CONNECTION (IPC).

The physical location where End-User Customer information is originated or terminated utilizing internet protocol.

2.31 ISDN USER PART (ISUP).

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

2.32 ISP-BOUND TRAFFIC.

Traffic that originates from or is directed, either directly or indirectly, to or through an information service provider or Internet service provider (“ISP”) who is physically located in an area within the Local/EAS exchange of the originating End-User Customer. Traffic originated from, directed to or through an ISP physically located outside the originating End-User Customer’s Local/EAS exchange will be considered Toll Traffic and subject to access charges.

2.33 JURISDICTIONAL INDICATOR PARAMETER (JIP).

A six-digit number which provides a unique identifier representing the originating carrier. JIP is defined in the Alliance for Telecommunications Industry Solutions. Reference Document ATIS-030001 1.

2.34 LINE INFORMATION DATABASE (LIDB).

One or all, as the context may require, of the Line Information Databases owned individually by ILEC and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILEC and other entities. A LIDB also contains validation data for collect and third number-billed calls; i.e., Billed Number Screening.

2.35 LOCAL ACCESS AND TRANSPORT AREA (LATA).

Shall have the meaning set forth in the Act.

2.36 LOCAL/EAS TRAFFIC.

Means traffic (specifically including Interconnected VoIP Service Traffic and excluding Commercial Mobile Radio Services traffic (e.g., paging, cellular, PCS)) that is originated and terminated between one Party's End-User Customer and the other Party's End-User Customer, both of whom are located within the same local calling area (as defined by ILEC's General Exchange Tariff) or ILEC's mandatory extended area service ("EAS") area, as defined by the NCREA or, if not defined by the NCREA, then as defined in ILEC's General Exchange Tariff. Local/EAS Traffic does not include: (1) optional local calling scopes—i.e., optional rate packages that permit the End-User Customer to choose a local calling scope beyond their basic exchange serving area for an additional fee (also referred to as "optional EAS"); (2) ISP-Bound Traffic; provided, however, any Interconnected VoIP Service Traffic shall not be considered ISP-Bound Traffic; (3) "Toll Traffic," which includes calls originated on a 1+ presubscription basis or on a casual dialed (10XXX/101XXXX) basis; (4) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; or (5) Transit Traffic.

2.37 LOCAL EXCHANGE CARRIER (LEC).

Shall have the meaning set forth in the Act.

2.38 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.

2.39 NORTH AMERICAN NUMBERING PLAN (NANP).

The system of telephone numbering employed in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as area code), followed by a 3-digit Central Office code and a 4-digit line number.

2.40 NORTH CAROLINA RURAL ELECTRIFICATION AUTHORITY (NCREA).

Means the North Carolina Rural Electrification Authority.

2.41 NUMBERING PLAN AREA (NPA).

Also sometimes referred to as an area code, is the first three-digit indicator 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. 500, 700, 800, 888 and 900 are examples of Non-Geographic NPAs.

2.42 NXX, NXX CODE, CENTRAL OFFICE CODE OR CO CODE.

The three-digit switch entity indicator (i.e. the first three digits of a seven-digit telephone number). Each NXX Code contains 10,000 station numbers.

2.43 POINT OF INTERCONNECTION (POI).

“Point of Interconnection” or “POI” means the physical location ~~on ILEC’s network~~ mutually agreed upon and designated by the Parties for the purpose of exchanging traffic in the event of either direct or indirect interconnection. Each Party shall be responsible for all facilities and costs on its respective side of the POI. ~~For purposes of this Agreement, the POI is defined as the mid-span meet point where ILEC’s facilities connect with the CenturyLink facilities connected to CenturyLink’s Fayetteville tandem, or at some other mutually agreed upon technically feasible location on ILEC’s network.~~

2.44 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined in ILEC’s filings with the NCREA as being associated with a particular NPA/NXX code, which has been assigned to an ILEC for its provision of Telephone Exchange Service. Rate Center Area is normally the same as the boundary of the ILEC Exchange Area.

2.45 RATE CENTER.

The finite geographic point identified by a specific V&H coordinate which is used by the ILEC to measure, for billing purposes, distance-sensitive transmission services associated with the specific Rate Center; provided that a Rate Center cannot exceed the boundaries of the ILEC Exchange Areas, as defined in ILEC's filings with the NCREA.

2.46 SIGNALING SYSTEM 7 (SS7).

The common channel out-of-band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). ILEC and CLEC currently utilize this out-of-band signaling protocol.

2.47 SUBSCRIPTION VERSION.

A time-sensitive or status-sensitive instance of a telephone number record that describes the data necessary to port the telephone number from one service provider to another. The data that a Subscription Version contains includes information such as the Old Service Provider and New Service Provider, routing, and due dates. This data is entered into the NPAC SMS database.

2.48 SWITCHED ACCESS SERVICE.

The offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Access Services include, but may not be limited to, Feature Group A, Feature Group B, Feature Group D, 700 access, 8XX access, and 900 access.

2.49 TANDEM OR TANDEM SWITCH OR TANDEM OFFICE SWITCH.

Tandem means to connect in series. A Tandem, Tandem Switch or Tandem Office Switch connects one trunk to another for the purpose of exchanging Local/EAS Traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

2.50 TELECOMMUNICATIONS CARRIER.

Telecommunications Carrier shall have the meaning set forth in § 153(51) of the Act. This definition includes CMRS providers, IXC's and, to the extent they are acting as Telecommunications Carriers, companies that provide both Telecommunications and Information Services. Private mobile radio service providers are Telecommunications Carriers to the extent they provide domestic or international telecommunications for a fee directly to the public. For all activities relating to this Agreement, CLEC will act as a Telecommunications Carrier.

2.51 TARIFF.

Any applicable Federal or State Tariff, including but not limited to ILEC's General Exchange Tariff, published or otherwise utilized by a Party, as amended from time to time.

2.52 TELCORDIA TECHNOLOGIES.

Formerly known as Bell Communications Research. The organization conducts research and development projects for its owners, including development of new Telecommunications Services. Telcordia Technologies also provides generic requirements for the telecommunications industry for products, services and technologies.

2.53 TELECOMMUNICATIONS SERVICE.

Has the meaning set forth in 47 U.S.C. § 153(53).

2.54 TELECOMMUNICATIONS TRAFFIC.

Has the meaning set forth in 47 U.S.C. § 251(b)(5).

2.55 TELEPHONE EXCHANGE SERVICE.

Has the meaning set forth in 47 U.S.C. § 153 (54).

2.56 TOLL TRAFFIC.

Toll Traffic means all calls that are not Local/EAS Traffic or ISP-Bound Traffic.

2.57 TRANSIT TRAFFIC.

Local/EAS Traffic that originates on one Party's network, transits the other Party's network substantially unchanged, and terminates to a non-Party network; or traffic that originates on a non-Party network, transits one Party's network substantially unchanged, and terminates to the other Party's network. Transit Traffic does not include any traffic delivered to or from, or carried by an Interexchange Carrier (IXC) at any time during the call.

INTERCONNECTION ATTACHMENT
to
INTERCONNECTION AGREEMENT

1. Services Covered by This Attachment.

- 1.1 To the extent required by Applicable Law and subject to the terms and conditions of this Agreement, the Parties will establish Interconnection of their networks for the transmission and routing of Telecommunications Services and for all other purposes permitted under Applicable Law.
- 1.2 This Attachment governs the provision of inter-network facilities (i.e., physical connection services and facilities), by either Party to the other Party and the transport and termination and billing of Local/EAS Traffic between the Parties.

2. Network Interconnection Methods.

2.1 Introduction

- 2.1.1 This Section 2 of this Attachment sets forth the terms and conditions by which Network Interconnection Methods are provided between the Parties. Network Interconnection Methods designate facilities established between the Parties' networks. Additionally, this Section 2 describes the physical architecture for Interconnection of the Parties' facilities and equipment for the transmission and routing of Local/EAS Traffic and Exchange Access traffic between the respective End-User Customers of the Parties; provided, however, Interconnection may not be used solely for the purpose of originating a Party's own interexchange traffic.
- 2.1.2 Network Interconnection Methods (NIMs) include, but are not limited to, Leased Facilities Interconnection and other methods as mutually agreed to by the Parties. To the extent that either Party chooses to modify current arrangements, it will do so pursuant to the terms of this Attachment.
 - 2.1.2.1 Trunking requirements associated with Interconnection are contained in Section 3 of this Attachment.
- 2.1.3 ILEC shall provide Interconnection for CLEC's facilities and equipment for the transmission and routing of Telecommunications Traffic and Interconnected VoIP Service Traffic ~~at any technically feasible point within the ILEC's existing network~~ at a level of quality equal to that which ILEC provides itself, a Subsidiary or Affiliate, if any, and any other party to which ILEC provides Interconnection, and on rates, terms and conditions that are just, reasonable and non-discriminatory. ILEC will not impose any restrictions on CLEC that are not imposed on its own traffic with respect to trunking and routing options afforded to CLEC.

2.2 Physical Architecture

- 2.2.1 ILEC's network includes, but is not limited to, End Office switches that serve IntraLATA, InterLATA, and Local/EAS traffic. ~~CLEC will interconnect with ILEC at any technically feasible point within the ILEC's existing network.~~
- 2.2.2 ~~A Point of Interconnection (POI) is a technically feasible point within ILEC's network where the Parties deliver Local/EAS Traffic to each other, and also serves~~The POI shall serve as a demarcation point between the facilities that each Party is responsible to provide. ~~CLEC~~The Parties must establish a minimum of one (1) POI, at any mutually agreed upon technically feasible ~~point on ILEC's network~~location. In addition, CLEC ~~shall~~may establish additional POIs under the following circumstances:
- 2.2.2.1 Intentionally omitted.
- 2.2.2.2 Intentionally omitted.
- 2.2.2.3 When an ILEC End Office Switch subtends a non-ILEC Tandem, CLEC may establish a POI at any ILEC End Office Switch that subtends a non-ILEC Tandem at such time as the total traffic volumes exchanged between the Parties at the particular ILEC End Office where CLEC desires to terminate Local/EAS Traffic meet or exceed 240,000 minutes (DS1) per month for three (3) consecutive months.
- 2.2.3 Each Party is financially and otherwise responsible for its own equipment, facilities, and trunks on its side of the POI and may utilize any method of Interconnection described in this Section 2. Each Party is responsible for the appropriate sizing, operation, maintenance and cost of the transport facility on its respective side of the POI.
- 2.2.4 Network Changes. Except for any Section 251(b) obligations that are subject to a suspension or modification pursuant to Section 251(f)(2) as addressed in Section 1.10, and which have become effective pursuant to Section 1.2, ILEC shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations (47 CFR) to the extent required by applicable law. ILEC may discontinue any Interconnection, Telecommunications Service, or Network Element provided or required hereunder due to network changes or upgrades after providing CLEC notice as required by this Section. ILEC agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to End-User Customers, which may result from such discontinuance of service.

2.2.5 Each Party is solely responsible for the facilities that carry OS/DA, 911 or mass calling for their respective End-User Customers.

2.3 Technical Interfaces

2.3.1 Electrical handoffs at the POI will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 handoff is agreed to by the Parties, each Party will provide all required multiplexing at its respective end.

2.3.2 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS Extended Superframe protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks. Trunk groups configured for 64CCC and carrying Circuit Switched Data (CSD) ISDN calls shall carry the appropriate Trunk Type Modifier in the CLCI-Message code. Trunk groups configured for 64CCC and not used to carry CSD ISDN calls shall carry a different appropriate Trunk Type Modifier in the CLCI-Message code.

2.4 Methods of Interconnection

2.4.1 Leased Facility Interconnection ("*LFI*")

2.4.1.1 Where facilities exist, CLEC may lease facilities from ILEC pursuant to ILEC's applicable Tariff. CLEC also may lease facilities from a third party or it may construct or otherwise self-provision facilities.

2.5 Responsibilities of the Parties

2.5.1 CLEC and ILEC shall work cooperatively to install and maintain a reliable network. CLEC and ILEC shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the federal and state government and such other information as the Parties shall mutually agree) to achieve this desired reliability.

2.5.2 CLEC and ILEC will review engineering requirements as required and establish semi-annual forecasts for facilities utilization provided under this Attachment.

2.5.3 CLEC and ILEC shall:

2.5.3.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

2.5.3.2 Notify each other when there is any change affecting the service requested, including the due date.

2.5.3.3 Recognize that the POI establishes the demarcation for maintenance and provisioning responsibilities for each Party on its side of the POI.

2.6 Joint Facility Growth Planning

2.6.1 The initial facilities deployed for each Interconnection shall be agreed to by the Parties. The following lists the criteria and processes needed to satisfy additional capacity requirements beyond the initial system.

2.6.2 Criteria.

2.6.2.1 Investment is to be minimized.

2.6.2.2 Facilities will be planned for in accordance with the trunk forecasts exchanged between the Parties as described in Sections 2.6.1 and 3.5 of this Attachment and are to be deployed in accordance with the Processes described below.

2.6.3 Processes.

2.6.3.1 In addition to the joint trunk group forecasting established in Section 3.5 of this Attachment, discussions to provide relief to existing facilities can be initiated by either Party. Actual system augmentations will be initiated upon mutual agreement.

2.6.3.2 Both Parties will perform a joint validation to ensure that Interconnection facilities and associated trunks established by them are not over-provisioned. If any facilities and/or associated trunks are over-provisioned, they will be turned down where appropriate. Trunk design blocking criteria described in Section 3.6 of this Attachment will be used in determining trunk group sizing requirements and forecasts.

2.6.3.3 If, based on the forecasted equivalent DS-1 growth, the existing facilities are not projected to exhaust within one (1) year, the Parties will suspend further relief planning on this Interconnection until a date one (1) year prior to the projected exhaust date. If growth patterns change during the suspension period, either Party may re-initiate the joint planning process.

2.6.3.4 Both Parties will negotiate a project service date and corresponding work schedule to construct relief facilities prior to facilities exhaust.

2.6.3.5 The joint planning process/negotiations should be completed within two (2) months of the initiation of such discussion.

3. Interconnection Trunking Requirements.

3.1 Introduction

- 3.1.1 This Section 3 of the Interconnection Attachment sets forth terms and conditions for Interconnection provided by ILEC and CLEC.
- 3.1.2 This Section 3 of the Interconnection Attachment provides descriptions of the trunking requirements between CLEC and ILEC. All references to incoming and outgoing trunk groups are from the perspective of CLEC. The Sections below describe the required and optional trunk groups for local and mass calling.
- 3.1.3 Local trunk groups may only be used to transport Local/EAS Traffic between the Parties' End-User Customers pursuant to the terms of this Attachment.

3.2 One-Way and Two-Way Trunk Groups

- 3.2.1 One-way trunk groups for ancillary services (e.g. mass calling) can be established between the Parties. Ancillary trunk groups will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling preferred whenever possible. The originating Party will have administrative control of one-way trunk groups.
- 3.2.2 The Parties agree that two-way trunk groups for each of Local/EAS, IntraLATA and InterLATA Traffic shall be established between a CLEC switch and an ILEC End Office switch pursuant to the terms of this Attachment. Trunks will utilize Signaling System 7 (SS7) or multi-frequency (MF) signaling protocol, with SS7 signaling being used whenever possible. Two-way trunking for Local/EAS Traffic will be jointly provisioned and maintained, with each Party being financially and otherwise responsible for costs for equipment, facilities, and trunks on its side of the POI. Either Party will also use Access Service Requests (ASRs) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 3.2.3 Notwithstanding the preceding Section 3.2.2 above, the Parties recognize that certain technical and billing issues may necessitate the use of one-way trunking for an interim period. Either Party may provision its own one-way trunks. Regardless of whether one-way or two-way facilities are provisioned, each Party is individually responsible to provide facilities to the POI. The Parties will negotiate the appropriate trunk configuration, whether one-way or two-way giving consideration to relevant factors, including but not limited to, existing network configuration, administrative

ease, any billing system and/or technical limitations and network efficiency. Any disagreement regarding appropriate trunk configuration shall be subject to the dispute resolution process in Section 10 of this Agreement.

3.2.4 Separate local trunk groups may be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically stated otherwise in this Agreement:

3.2.4.1 911/E911 trunks;

3.2.4.2 Mass Calling Trunks, if applicable; and

3.2.4.3 Toll Free Service trunks where CLEC provides such service to its End-User Customers.

3.2.4.4 Transit trunk groups to allow for termination of traffic by third parties.

3.3 Network Connection and POI

3.3.1 Indirect Network Connection. CLEC may establish and utilize an indirect network connection with ILEC, until such time as the Threshold Trigger set forth in Section 3.3.3 is met, or the Parties otherwise agree that a direct connection is necessary. The following terms shall apply to any indirect network connection arrangement between the Parties.

3.3.2 When an indirect network connection is utilized, ILEC and CLEC shall each be responsible for delivering Local/EAS Traffic to, and receiving Local/EAS Traffic at, the POI serving the ILEC End Office where CLEC desires to terminate such Local/EAS Traffic. Each Party is responsible for the costs associated with delivering its originated traffic to the POI.

3.3.3 Threshold Trigger. CLEC may use or establish an indirect network connection to terminate Local/EAS Traffic to an ILEC local exchange until such time as the total volume of Local/EAS Traffic and ISP-Bound Traffic being exchanged between CLEC and the ILEC local network equals or exceeds 240,000 minutes (DS1) per month for three (3) consecutive months ("**Threshold Trigger**"). Until such time as the Threshold Trigger is reached, Section 3.3.2 above shall govern the Parties' respective responsibilities (including responsibilities for the costs of facilities) relating to the indirect network connection. If the Threshold Trigger is reached, CLEC shall interconnect directly with ILEC, via a physical POI located at a technically feasible point within the ILEC network, as set forth in Section 2.2.2, and shall do so within a commercially reasonable period of time consistent with industry standards. Upon the establishment of such Interconnection, the Parties

will continue to be responsible for the facilities on their respective sides of the POI. ILEC will not under any circumstances be responsible for the costs associated with facilities located outside of the ILEC's network local exchange or the transport and third-party transit cost of any Local/EAS Traffic outside of the ILEC local exchange **once direct interconnection has been established**. Each Party will be responsible for its own originated overflow traffic that utilizes a third-party tandem as its alternate route to the extent transmission of such overflow traffic is permitted by Section 3.3.6.

- 3.3.4 During the time that any indirect network connection arrangement is operational, the Parties agree to enter into their own agreements with third-party providers, as may be necessary.
- 3.3.5 Neither Party may combine Local/EAS Traffic and jointly provided Switched Access Service traffic on a single trunk group for indirect delivery through a Tandem. Use under any circumstances of a Percentages of Local Use (PLU) factor is disfavored. If a PLU is utilized under any circumstances, then it will be verifiable with either call summary records utilizing Calling Party Number (CPN) information for jurisdictionalization of traffic or call detail samples. Call detail or direct jurisdictionalization using CPN information shall be exchanged in lieu of PLU, if it is available. The terminating Party should apportion per minute of use (MOU) charges appropriately.
- 3.3.6 After a Party has established Direct Interconnection between the Parties' networks, neither Party may continue to transmit its originated Local/EAS Traffic and ISP-Bound Traffic indirectly except on an overflow basis to mitigate traffic blockage, equipment failure or emergency situations. If there is any such overflow traffic, then ~~CLEC~~**each Party** shall be responsible for any transport or transit charges assessed by any third party for facilities or services provided on ~~CLEC's~~**sits respective** side of the POI associated with such traffic.
- 3.3.7 As between the Parties, Local/EAS Traffic and ISP-Bound Traffic exchanged by the Parties indirectly through a third-party transiting carrier shall be subject to the same compensation arrangements, if any, as Local/EAS Traffic and ISP-Bound Traffic exchanged through Direct Interconnection.
- 3.3.8 Direct Network Connection.
- 3.3.8.1 When the Threshold Trigger set forth in Section 3.3.3 is met, or upon mutual agreement, the Parties shall establish a physical connection between their respective networks ("**Direct Network Connection**"). The Direct Network Connection shall be the POI for purposes of direct interconnection.

3.3.8.2 A Direct Network Connection shall be established by connecting CLEC's network to ILEC's network at a technically feasible point on ILEC's network pursuant to Section 2.2.2 and its subsections. The connection may be established using any of the design options set forth in Section 2.4 (Methods of Interconnection) of this Attachment, or as otherwise mutually agreed to by the Parties.

3.3.8.3 Intentionally omitted.

3.3.8.4 Regardless of the design option used to establish a Direct Network Connection between CLEC's network and ILEC's network, and unless otherwise mutually agreed to by the Parties, CLEC must establish a POI on ILEC's network pursuant to Section 2.2.2 and its subsections when the Threshold Trigger set forth in Section 3.3.3 is reached. Each Party shall be responsible for establishing and maintaining all facilities on its side of the POI. Each Party shall be responsible for the appropriate sizing, operation, and maintenance of the transport facility on its side of the POI. Under no circumstances shall ILEC be responsible for establishing or maintaining any facilities outside of the ILEC network for the exchange of Local/EAS Traffic between the Parties or for the costs associated with transporting or transiting any such traffic outside of the ILEC local exchange.

3.3.8.5 To the extent a dispute arises between the Parties regarding their respective obligations under Sections 2 or 3 of this Attachment, the Parties intend that such dispute(s) will be resolved before the Commission, notwithstanding Section 10 of this Agreement, Dispute Resolution, providing that disputes may be resolved in forums other than the Commission. Such disputes may only be heard by other forums on appeal. With respect to a dispute(s) in the nature of those identified in this Section, a Party may seek resolution thereof before the Commission, on an expedited basis or otherwise, following satisfaction of the informal dispute resolution requirements of Section 10.2 of this Agreement.

3.3.8.6 All traffic received by ILEC on the direct End Office trunk group from CLEC must terminate in the End Office, i.e. no Tandem switching will be performed in the End Office. All traffic received by CLEC on the direct End Office trunk group from ILEC must terminate in the End Office, i.e., no Tandem switching will be performed in the End Office. Where End Office functionality is provided in a remote End Office of a host/remote configuration, the Interconnection for that remote End Office is only available at the host switch. The number of digits to be received by the terminating Party shall conform to standard industry practices; but in no case shall the number of digits be less than seven (7).

3.3.8.7 CLEC and ILEC shall, where applicable, make reciprocally available, the required trunk groups to handle different traffic types. CLEC and ILEC will support the provisioning of separate trunk groups that carry only Local/EAS Traffic. The parties shall establish separate trunk groups from CLEC to originate and terminate Toll Traffic calls and to provide Switched Access Service to IXCs.

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

3.3.8.7.2 Each Party shall only deliver traffic over the local connection trunk groups to the other Party for those publicly-dialable NXX Codes served by ILEC's End Offices that subtend CenturyLink's access Tandem.

3.3.8.7.3 Neither Party shall route Switched Access Service traffic over Local Interconnection Trunks, or Local/EAS Traffic over Switched Access Service trunks.

3.4 Trunk Groups

3.4.1 The following trunk groups shall be used to exchange Local/EAS Traffic between CLEC and ILEC when using a Direct Network Connection.

3.4.2 Local Interconnection Trunk Group(s) in Each Exchange.

3.4.2.1 To the extent it has not already been established, the Parties shall establish and maintain a direct End Office primary high usage Local Interconnection Trunk Group for the exchange of Local/EAS Traffic between CLEC's network and ILEC's local exchange where the total volume of Local/EAS Traffic and ISP-Bound Traffic meets or exceeds the Threshold Trigger set forth in Section 3.3.3 of this Attachment.

3.4.3 Intentionally omitted.

3.4.4 CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information (OLI). For terminating FGD, ILEC will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection (TNS) parameter, carrier identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.4.5 High-Volume/Mass Calling Trunk Group.

3.4.5.1 If CLEC should acquire a high-volume/mass-calling customer, i.e. an ISP or a radio station, CLEC shall provide written notification to ILEC.

3.5 Forecasting and Planning Responsibilities

3.5.1 CLEC agrees to provide an initial forecast for establishing the initial Interconnection Facilities pursuant to Section 2.6.1 of this Attachment. ILEC shall review this forecast, and if it has any additional information that will change the forecast shall provide this information to CLEC. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. CLEC shall provide subsequent forecasts on a semi-annual basis. CLEC forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups described in this Section for a minimum of three (3) years. Forecasts shall be non-binding on both ILEC and CLEC. ILEC shall take CLEC's forecasts into consideration in its network planning, and shall exercise commercially reasonable efforts to provide the quantity of Interconnection trunks and facilities forecasted by CLEC. However, the development and submission of forecasts shall not replace the ordering process in place for Interconnection trunks and facilities, and the provision of the forecasted quantity of Interconnection trunks and facilities is subject both to capacity existing at the time the order is submitted as well as to the demonstrated need based on the fill rate of the existing trunks and facilities. Furthermore, the development and receipt of forecasts does not imply any liability for failure to perform if capacity is not available for use at the forecasted time.

3.5.2 The semi-annual forecasts shall include:

3.5.2.1 Yearly forecasted trunk quantities (which include measurements that reflect actual, End Office Local Interconnection trunks, and Tandem subtending Local Interconnection End Office equivalent trunk requirements) for a minimum of three (current and plus 1 and plus 2) years; and

3.5.2.2 A description of major network projects anticipated for the following six (6) months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, orders greater than four (4) DS1's, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

3.5.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities

for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.

- 3.5.4 CLEC shall be responsible for forecasting and servicing two-way trunk groups. ILEC shall be responsible for forecasting and servicing the one-way trunk groups terminating to CLEC, and CLEC shall be responsible for forecasting and servicing the one-way trunk groups terminating to ILEC. Standard trunk traffic engineering methods will be used by the Parties
- 3.5.5 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.
- 3.5.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 3.5.7 ILEC shall attempt to meet CLEC's requests for Interconnection using currently available facilities and capacity. ILEC shall have no obligation to construct additional facilities or capacity to meet CLEC's requests for Interconnection. However, if ILEC refuses a CLEC request for Interconnection due to lack of facilities or lack of capacity on the trunk side of an Interconnection, ILEC will provide an explanation of the reason(s) lack of facilities or lack of capacity exists. CLEC may request to work with ILEC to establish a construction plan, and ILEC shall promptly provide a construction plan setting forth the timeline for adding the additional capacity. CLEC shall bear all costs associated with engineering and constructing such additional facilities or capacity.
- 3.5.8 Notwithstanding the above, if CLEC determines to offer local exchange service within an ILEC area, EAS to an ILEC area or otherwise assign numbers rated to the ILEC exchange, CLEC may, at its sole discretion, provide thirty (30) days written notice to ILEC of the need to establish Interconnection. Such request shall include (i) CLEC's switch address, type, and CLLI; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.
 - 3.5.8.1 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed above. The Interconnection activation date for an Interconnection shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.

3.5.8.2 If, after the Effective Date, CLEC deploys additional switches that will serve its End-User Customers located in the ILEC service area, and which may necessitate the need to establish additional POIs with ILEC's network, then CLEC shall provide written notice to ILEC to establish such Interconnection. The terms and conditions of this Agreement shall apply to such Interconnection. If ILEC deploys additional End Office switches in a local exchange after the Effective Date or otherwise wishes to establish Interconnection with additional CLEC Central Offices in such local exchange, ILEC shall be entitled, upon written notice to CLEC, to establish such Interconnection and the terms and conditions of this Agreement shall apply to such Interconnection.

3.6 Trunk Design Blocking Criteria

3.6.1 In accordance with industry traffic engineering standards, trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty-one (21) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use medium day-to-day variation and 1.0 peakedness factor until actual traffic data is available) or equivalent Erlang B or Poisson factors.

TABLE 1

<u>Trunk Group Type</u>	<u>Design Blocking Objective</u>
Local Direct End Office (Primary High)	as mutually agreed upon
Local Direct End Office (Final)	1%

3.7 Trunk Servicing

3.7.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Where one-way trunks are used (as discussed in Section 3.5.4 of this Attachment), ILEC will issue ASRs for trunk groups for traffic that originates from ILEC and terminates to CLEC. The Parties agree that neither Party shall alter trunk sizing without first conferring with the other Party.

3.7.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment.

3.7.3 Underutilization.

- 3.7.3.1 Underutilization of Interconnection trunks and facilities exists when provisioned capacity is greater than the current need. This over provisioning is an inefficient deployment and use of network resources and results in unnecessary costs. Those situations where more capacity exists than actual usage requires will be handled in the following manner:
 - 3.7.3.1.1 If a trunk group is under 65 percent (65%) of CCS capacity on a monthly average basis, for each month of any three (3) consecutive months period, either Party may request the issuance of an order to resize the trunk group, which shall be left with not less than 20 percent (20%) excess capacity. In all cases grade of service objectives shall be maintained.
 - 3.7.3.1.2 Either Party may send an ASR to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Upon receipt of an ASR the receiving Party will issue an ASR to the other Party within twenty (20) business days after receipt of the initiating ASR.
 - 3.7.3.1.3 Upon review of the ASR if a Party does not agree with the resizing, the Parties will schedule a joint planning discussion within twenty (20) business days. The Parties will meet to resolve and mutually agree to the disposition of the initiating ASR.
- 3.8 CLEC will be responsible for engineering its network on its side of the POI. ILEC will be responsible for engineering its network on its side of the POI.
- 3.9 Where facilities are available, due dates for the installation of Local Interconnection Trunks covered by this Section shall be provided by ILEC to CLEC when requested by CLEC. If either CLEC or ILEC is unable to or not ready to perform acceptance tests, or is unable to accept the Local Interconnection Service Arrangement trunk(s) by the due date, the Parties will reschedule a mutually acceptable date.
- 3.10 Utilization shall be defined as Trunks required as a percentage of Trunks In Service. Trunks required shall be determined using methods described in Section 3.5 of this Attachment using Design Blocking Objectives stated in Section 3.6 of this Attachment.
 - 3.10.1 Should CLEC request trunking from ILEC in excess of the industry traffic engineering design blocking standard, referenced above, ILEC may request that the Parties meet to discuss the request and CLEC's reasons for the request. ILEC is not obligated to provide such trunking

unless CLEC agrees in writing to pay for the excess trunking on the ILEC side of the POI. CLEC agrees in writing to pay for the excess trunking on the ILEC side of the POI so long as the trunking is in excess trunking of the design blocking standard.

3.11 Trunk Data Exchange

3.11.1 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty-one (21) day study period. The Parties agree that twenty-one (21) days is the study period duration objective. However, a study period on occasion may be less than twenty-one (21) days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

3.11.2 Exchange of traffic data enables each Party to make accurate and independent assessments of trunk group service levels and requirements. Parties agree to establish a timeline for implementing an exchange of traffic data. Implementation shall be within three (3) months of the date, or such date as agreed upon, that the trunk groups begin passing live traffic. The traffic data to be exchanged will be the Originating Attempt Peg Count, Usage (measured in Hundred Call Seconds), Overflow Peg Count, and Maintenance Usage (measured in Hundred Call Seconds) on a seven (7) day per week, twenty-four (24) hour per day, fifty-two (52) weeks per year basis. These reports shall be made available on a semi-annual basis upon request. Exchange of data on one-way groups is optional.

3.12 Network Management

3.12.1 Restrictive Controls. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. CLEC and ILEC will immediately notify each other of any protective control action planned or executed.

3.12.2 Expansive Controls. Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

- 3.12.3 Temporary Mass Calling. CLEC and ILEC shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

4. Intercarrier Compensation.

4.1 Applicability of the FCC USF-Intercarrier Compensation Reform Order

- 4.1.1 **Local/EAS Traffic and ISP-Bound Traffic.** The Parties agree to terminate each other's Local/EAS Traffic and ISP-Bound Traffic that physically originates and terminates in the same local calling area on a Bill and Keep basis. Each Party will be entitled to retain all revenues it generates from its End-User Customers for the exchange of such traffic, and neither Party will be required to compensate the other Party for the exchange of such traffic.
- 4.1.2 **Termination of IntraLATA Toll Traffic.** Each Party will compensate the other Party for termination of IntraLATA Toll Traffic in accordance with the FCC USF-Intercarrier Compensation Reform Order, except that ILEC shall be compensated for termination of such traffic in accordance with its applicable Tariff, which shall be consistent with the FCC USF-Intercarrier Compensation Reform Order.
- 4.1.3 **Termination of InterLATA Traffic.** The Parties will exchange InterLATA Traffic by routing such to an IXC or by using standard Feature Group D trunking.

4.2 Transmission and Routing of Telephone Exchange Service Traffic Relevant to Compensation

- 4.2.1 **Interconnected VoIP Service Traffic** originated by an End-User Customer of one Party in an exchange on that Party's network and terminated to an End-User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating End-User Customer's exchange, as defined by ILEC's General Exchange Tariff, shall be included in Local/EAS Traffic. Interconnected VoIP Service Traffic directed to a terminating End-User Customer physically located outside the originating End-User Customer's Local Calling Area will be considered Toll Traffic.
- 4.2.2 For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to traffic originated or terminated by their End-User Customers, CLEC shall adopt the Rate Center areas and Rating Points of the ILEC as filed with the NCREA. In addition, CLEC shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If CLEC only obtains thousands blocks instead of whole NPA/NXX codes, those thousands blocks shall

remain rated to the Rate Center associated with the donating NPA/NXX code.

- 4.2.3 The Party's agree there will be no VNXX traffic established under this Agreement
- 4.2.4 As set forth in Section 3.4.4 of this Attachment, Interconnected VoIP Service Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number ("*CPN*") and Jurisdictional Indicator Parameter ("*JIP*") of the originating Interconnected VoIP Service Traffic shall indicate the geographical location of the actual IP caller location, not the location where the call enters the PSTN.
- 4.2.5 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days' notice to the other Party, shall correct the routing of any traffic that is routed in a manner inconsistent with the terms of this Agreement by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.

4.3 Responsibilities of the Parties

- 4.3.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit the complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).
- 4.3.2 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telcordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.
- 4.3.3 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting Telecommunications Carriers,

prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End-User Customers, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party written notice of the violation at the earliest practicable time.

- 4.3.4 Each Party is solely responsible for the services it provides to its End-User Customers and to other Telecommunications Carriers.
- 4.3.5 Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.

5. Applicability of Other Rates, Terms and Conditions.

- 5.1 Every Interconnection and service provided hereunder, whether direct or indirect, shall be subject to all rates, terms and conditions contained in this Attachment and this Agreement, which are legitimately related to such Interconnection or service.

LOCAL NUMBER PORTABILITY ATTACHMENT
to
INTERCONNECTION AGREEMENT

1. Definitions

For purposes of this Attachment governing number portability, the following definitions shall apply:

- 1.1 “Donor Party” – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.
- 1.2 “Local Routing Number (LRN)”- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.
- 1.3 “Permanent Number Portability” (PNP) is the in-place long-term method of providing Number Portability (NP) using the LRN method.
- 1.4 “Recipient Party” – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.
- 1.5 “Ten-Digit Unconditional Trigger Method (TDT)” – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party’s switch to be done autonomously from the work at the Donor Party’s switch resulting in less downtime to the end-user.

2. Number Portability.

- 2.1 Each Party will provide Number Portability (“**NP**”) in accordance with the Act, and applicable FCC rules, regulations and orders.
- 2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If either Party requests that the other Party port a number, the Parties shall follow the applicable FCC rules, regulations and orders. Neither Party shall assess any charges on the other party for number porting including, but not limited to, service order charges or Tariffed charges associated with such requests. Requests for transfer of service will made by LSR, in accordance with the Pricing Attachment The Parties will provide porting in a non-discriminatory manner in compliance with the FCC’s rules and regulations and the guidelines of the FCC’s North American Numbering Council’s (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements adopted by the FCC, or that are agreed to by the telecommunications industry as a national industry standard.

- 2.2.1 The LSR will have a requested due date that is not less than the interval(s) established by the FCC.
- 2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 24 hours from the time an LSR is received.
- 2.2.3 For purposes of this Attachment, the Donor Party may request to use a project management approach for the implementation of LSRs for large quantities of numbers ported from a single End-User Customer location, within a given state. For purposes of this provision, “large quantities” shall mean seventy-five (75) or more numbers. The Donor Party also may request to use a project management approach for the implementation of LSRs for complex ports, which shall be defined as those ports that include complex switch translations (*e.g.*, Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop). Under such managed projects (“projects”), the Parties may negotiate implementation details including, but not limited to: due dates, cutover intervals and times, coordination of technical resources, and completion notice.
- 2.3 Intentionally omitted.
- 2.4 The Parties agree that an End-User Customer may geographically relocate at the same time as it ports its telephone number to the Recipient Party; provided, however, that the Donor Party may require that the End-User Customer’s relocation at the time of the port to the Recipient Party be limited to the geographic area represented by the NXX of the ported telephone number. The Donor Party may not impose a relocation limitation on the Recipient Party that is more restrictive than that which the Donor Party would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Donor Party may not impose any restrictions on relocation within the same Rate Center by a ported End-User Customer while that End-User Customer is served by the Recipient Party.
- 2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, ILEC will route traffic destined for CLEC’s End-User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed to the POI, ~~which shall in all events be on the ILEC’s network.~~
- 2.6 When ILEC receives an unqueried call from CLEC to a telephone number that has been ported to another local services provider, the unqueried call routing rate set forth in the Pricing Attachment will apply.
- 2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used

internally by either Party for its own business purposes). The term “Official Communications Service (OCS)” means the internal telephone numbers used by ILEC or CLEC.

- 2.8 The Recipient Party will be responsible for the End-User Customer’s other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End-User Customer’s telephone number in its switch.

3. Cut-Over Process for Number Porting Orders.

3.1 TDT Cut-Overs

3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Eastern Time on the day before the scheduled due date.

3.1.2 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

4. Obligations of Both Parties.

- 4.1 Each Party is responsible for creating or concurrence of Subscription Versions in the NPAC for telephone numbers ported into or out of its network.
- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End-User Customer, the ported telephone number will be released back to the carrier who is the code holder or block holder ~~within the same time interval that was applicable to the original porting out of the number.~~
- 4.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 4.4 Both Parties must be certified by the Regional NPAC prior to the scheduling of inter-company testing.
- 4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.

4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.

DIALING PARITY ATTACHMENT
to
INTERCONNECTION AGREEMENT

The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. ILEC will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End-User Customers' calls in the same manner as ILEC routes its End-User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).

**ANCILLARY SERVICES ATTACHMENT
to
INTERCONNECTION AGREEMENT**

1. 911/E-911 Arrangements.

1.1 ILEC utilizes Carolina Telephone And Telegraph Company LLC d/b/a CenturyLink (CenturyLink) for the provision of 911/E-911 services. For all 911 services to End User Customers, CLEC or its agent is responsible for connecting to CenturyLink. All relations between CenturyLink and CLEC or its agent are totally separate from this Agreement and ILEC makes no representations and undertakes no obligations or responsibilities on behalf of CenturyLink.

1.2 ILEC is not liable for errors with respect to CLEC's provision of 911/E-911 services to CLEC's End-User Customers.

2. Street Address Guide (SAG).

ILEC maintains the 911/E-911 Street Address Guide ("SAG") for the geographic area which ILEC serves, and therefore ILEC will provide SAG to CLEC.

3. Directory Listings and Directory Distribution.

3.1 Introduction

3.1.1 ILEC shall provide CLEC with nondiscriminatory access to ILEC's telephone numbers and directory listings, as well as any operator services or directory assistance services provided by ILEC, without unreasonable dialing delays. If requested by CLEC, ILEC shall include listings in any white page telephone directory that ILEC may publish (a "*WP Directory*") of CLEC's End-User Customers who are physically located in ILEC's Service Territory or such wider geographic area as may be covered by such WP Directory (each an "*Eligible CLEC End-User Customer*"). Nothing in this Section shall require ILEC to publish any directory, and ILEC can discontinue or modify any directory it publishes from time to time in its sole discretion.

3.1.1.1 ~~The parties agree that this provision shall be effective for the initial Term of this Agreement.~~ ILEC shall be afforded the same rights as conferred on CLEC in this section at such time as CLEC commences publication of its own WP Directory, for a period of time equivalent to the length of the Initial Term of this Agreement.

3.2 Service Provided

3.2.1 ILEC may publish from time to time one or more WP Directories for geographic areas in which CLEC also provides local exchange telephone service, and CLEC may also wish to include alphabetical listings

information for its Eligible CLEC End-User Customers in the appropriate ILEC WP Directory.

3.2.2 CLEC may also desire distribution to its End-User Customers of the ILEC's WP Directories that include listings of Eligible CLEC End-User Customers.

3.2.3 To the extent CLEC desires to include its End-User Customers in ILEC's WP Directories, ILEC shall provide CLEC and its Eligible CLEC End-User Customers access to such WP Directories under the following terms:

3.2.3.1 At no charge to CLEC, including, but not limited to, any Local Service Request ("LSR") charge), and notwithstanding any provision of any ILEC Tariff, ILEC shall provide one (1) primary listing in each applicable WP Directory for each Eligible CLEC End-User Customer for whom CLEC has timely provided all necessary information. Such listing shall contain the same information in the same format as information provided in such directory for ILEC End-User Customers.

3.2.3.2 Within such period of time prior to the issuance of a particular directory, as specified by the appropriate directory publisher, CLEC shall furnish, to either ILEC or appropriate directory publisher via a batch load, all subscriber listing information pertaining to Eligible CLEC End-User Customers who wish to be listed, along with such additional information as ILEC may require to prepare and print the alphabetical listings of said directory.

3.2.3.3 So long as CLEC provides listing information to ILEC as set forth above, ILEC or the appropriate directory publisher will include in appropriate WP Directories the primary alphabetical listings of all Eligible CLEC End-User Customers. ILEC will also include, where applicable for each Eligible CLEC End-User Customer that is a business, one (1) alphabetical, non-bold yellow page listing on the same basis as provided for ILEC business End-User Customers.

3.2.3.4 Additional, designer, and foreign listings will be offered by ILEC upon request at Tariffed rates as set forth in applicable ILEC Tariffs.

3.2.3.5 Eligible CLEC End-User Customer listings will be alphabetically interfiled with ILEC's subscriber listings in the WP Directory. Prior to the business office close date for a particular directory, ILEC or the appropriate directory publisher shall provide CLEC a proof of the subscriber listings as such listings are to appear in the directory. The verification list shall also include delivery address

information for each CLEC End-User Customer to whom CLEC may request that ILEC deliver a directory. CLEC shall review this verification list upon receipt and shall submit to ILEC any necessary additions, deletions or modifications within five (5) business days.

3.2.3.6 As requested by CLEC, ILEC will deliver to each CLEC End-User Customer one (1) copy of ILEC's WP Directory in the same manner and at the same time that they are delivered to ILEC's subscribers during the annual delivery of newly published directories. CLEC will pay ILEC a per directory charge for provision and delivery of each such WP Directory, as provided for in the Pricing Attachment.

3.2.3.7 CLEC may also request, at least sixty (60) days prior to the business office directory close date, that a specified number of directories be delivered in bulk directly to CLEC at an address specified by CLEC. If so requested, ILEC shall deliver the requested number of directories to CLEC at the same time such directories are delivered to End-User Customers. CLEC will likewise pay ILEC a per directory charge for provision and delivery of each such WP Directory.

3.2.3.8 ILEC has no obligation to provide any additional WP Directories above the directories provided to CLEC or CLEC End-User Customers after each annual distribution of newly published WP Directory. ILEC has no obligation to warehouse WP Directories for CLEC or provide WP Directories to CLEC's End-User Customers subsequent to the annual distribution of newly published directories.

3.3 Use of Subscriber Listing Information

3.3.1 CLEC authorizes ILEC to include and use the subscriber listing information provided to ILEC pursuant to this Section in ILEC's appropriate printed WP Directory. ILEC will afford CLEC's directory listing information the same level of confidentiality that ILEC affords its own directory listing information.

3.4 Pricing

3.4.1 ILEC has no obligation to provide any additional WP directories above the number of directories forecast by CLEC per Sections 3.2.3.5 and 3.2.3.7, above. While ILEC has no obligation to provide WP Directories to CLEC or CLEC's End-User Customers after the annual distribution of newly published directories, ILEC will in good faith attempt to accommodate CLEC requests for subsequent directory orders. Orders for directories

above the forecast number(s) will be filled subject to availability ~~of such in excess of ILEC's needs.~~ In ~~thesuch~~ event ~~that,~~ ILEC ~~has excess directories,~~ it will provide the directories in bulk to CLEC and will assess the WP Directory Charge for each directory as referenced in the Pricing Attachment of this Agreement.

3.5 Liability

3.5.1 Except for its remedies under Section 3 of this Agreement relating to default, CLEC hereby releases ILEC from any and all liability for damages due to errors or omissions in CLEC's subscriber listing information as provided to ILEC, and/or CLEC's subscriber listing information as it appears in the WP Directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.

3.5.1.1 CLEC agrees, with respect to its own End User Customers, to take all reasonable steps to ensure that any potential liability of it and/or ILEC to CLEC's End User Customers in the event of an error by ILEC or the directory publisher in a directory listing, or omission of a listing, will be subject to the same limitations that ILEC's liability to its own End User Customers are subject to.

3.5.2 CLEC shall indemnify, protect, save harmless and defend ILEC (and ILEC's officers, employees, agents, assigns and representatives) and the publisher(s) of any ILEC directory from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in CLEC's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information, except to the extent any such losses, damages, or other liability result solely from ILEC's negligence. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and ILEC, and/or against ILEC alone. However, if such demand, claim, or suit specifically alleges that an error or omission appears in CLEC's subscriber listing information in the WP Directory, ILEC may, at its option, assume and undertake its own defense, or assist in the defense of the CLEC, in which event the CLEC shall reimburse ILEC for reasonable attorney's fees and other expenses incurred by ILEC in handling and defending such demand, claim and/or suit.

3.5.3 This Section shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Section, is provided. Nothing in this Section shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be

construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

3.6 Breach of Contract

3.6.1 If either Party is found to have materially breached the provisions of this Section, and the breaching Party fails to cure the breach within ten (10) calendar days after receipt of notice from the other Party, the non-breaching Party may terminate its obligations under this Section by providing written notice to the breaching Party, whereupon this Section shall be null and void with respect to any issue of ILEC's WP Directory published sixty (60) or more calendar days after the date of receipt of such written notice.

3.7 Term

3.7.1 Upon termination of this Agreement, this Section will be null and void with respect to any issue of directories published thereafter.

3.8 Applicability of Other Rates, Terms, and Conditions

3.8.1 Every service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such service.

**PRE-ORDERING, ORDERING, PROVISIONING,
MAINTENANCE, AND REPAIR ATTACHMENT**
to
INTERCONNECTION AGREEMENT

1. Pre-Ordering.

- 1.1 The Parties will provide access to pre-order information and functions to support the requesting Party's transfer of End-User Customers. The Parties acknowledge that ordering requirements necessitate the use of current pre-order information to accurately build service orders.
- 1.2 Access to retail Customer Proprietary Network Information ("*CPNI*") and account information for pre-ordering will include: billing name, service address, billing address, service and feature subscription, directory listing information, long distance carrier identity, and PIC freeze indication.
- 1.3 The Parties will provide the information on the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and End-User Customer record information. The Parties shall provide such information in accordance with the procedures set out in the other Party's handbook or website, to the extent such materials are used by the provisioning Party, identified pursuant to Section 2 of this Attachment. Based on a reasonable volume of requests, the standard interval for address verification shall be two (2) business days. The intervals for higher volumes of requests will be negotiated on a case by case basis.
- 1.4 To the extent such materials are used by either Party, the Party will provide its handbooks and/or website addresses covering preordering, ordering, provisioning, maintenance and other process information to the other Party. The Parties also will discuss the development and introduction of a change management process.

2. Ordering.

- 2.1 Ordering. As ILEC has not yet developed or deployed an electronic capability for CLEC to perform a pre-ordering, ordering, provisioning, maintenance or repair transaction for a service offered by ILEC, the Parties shall use such processes to which the Parties mutually agree for performing such transaction(s). If ILEC later makes enhanced electronic interface ordering available to CLECs for non-access services, then the Parties agree that, to the extent practicable, the enhanced electronic interface will be used by CLEC for ordering services and any manual, facsimile or email interface will be discontinued.
- 2.2 The Parties agree that orders for services under this Agreement will not be submitted or accepted until the latter of (a) the completion of all account set up activities including but not limited to the submission of applicable forecasts, the completion of joint planning meetings, and the creation of billing codes for CLEC; or (b) sixty (60) calendar days after the Effective Date of this Agreement;

unless the Parties mutually agree upon a different date based on the specific circumstances of the Parties' relationship.

2.3 Provisioning

2.3.1 Each Party shall provision services during its regular working hours. To the extent new service provider (NSP) requests expedited service or special order work by old service provider (OSP), or provisioning of service to be performed outside the regular working hours of OSP, or the work so requested requires OSP's personnel to work outside of regular working hours, special order, overtime and/or premium charges shall apply, as specified in the Pricing Attachment of this Agreement.

2.3.2 Neither Party shall prevent or delay an End-User Customer from migrating to another carrier because of unpaid bills or denied service.

2.4 Numbering Administration/Number Reservation

2.4.1 ILEC shall provide testing and loading of CLEC's NXX on the same basis as ILEC provides itself or its affiliates. When CLEC uses numbers from an ILEC NXX, ILEC shall provide the same range of number choices to CLEC, including choice of exchange number, as ILEC provides its own subscribers. Reservation and aging of ILEC's NXXs shall remain ILEC's responsibility.

2.4.2 In conjunction with an order for service, ILEC shall accept CLEC orders blocks of numbers for use with complex services including, but not limited to, DID, CENTREX, and Hunting arrangements, as requested by CLEC.

2.4.3 For simple services number reservations and aging of ILEC's numbers, ILEC shall provide confirmation of the number reservation during normal business hours. For number reservations associated with complex services, ILEC shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request, assuming that the 24 hour period would end during ILEC's normal business hours. If not, such confirmation will be provided during the next business day.

2.4.4 Consistent with the manner in which ILEC provides numbers to its own subscribers, no telephone number assignment is guaranteed until service has been installed.

3. Maintenance and Repair.

3.1 Requests for trouble repair assistance are billed at the hourly rates specified in the Pricing Attachment for the various positions involved in accordance with the provisions of this Agreement. The Parties agree to adhere to the procedures for maintenance and repair in their respective operations procedures as referenced in Section 2.1 of this Attachment.

- 3.2 If NSP reports a trouble on OSP's network and no trouble actually exists on OSP's portion of the service ("no trouble found"), the OSP will charge the NSP for any dispatching and testing (both inside and outside the Central Office (CO)) required by the OSP in order to confirm the working status pursuant to its Tariff rates. If the no trouble found percentage rate is a higher percentage rate than the other similar services offered by the OSP, the NSP may raise the issue with the OSP and request that the information on the trouble shooting procedures performed on the "no trouble found" repair tickets be shared with the NSP. Such request shall not be unreasonably denied.

4. Service and Standards.

- 4.1 Both Parties will comply with any applicable Commission Standards and Quality of Service rules and regulations when providing service to the other Party.

5. Rates.

- 5.1 The Parties shall provide Number Portability (NP) in accordance with rules and regulations as from time to time prescribed by the FCC.

- 5.2 Procedures for Providing Local Number Portability (LNP).

5.2.1 The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and the Industry Numbering Council (INC), and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the OBF. The Parties shall provide LNP on a reciprocal basis.

5.2.2 Intentionally omitted.

5.2.3 Intentionally omitted.

6. Miscellaneous.

6.1 End-User Customer Transfer

6.1.1 Service orders will be in a standard format designated in accordance with industry standards. All ordering and provisioning and maintenance activity conducted pursuant to this Agreement should follow the applicable industry standards which include: Local Service Ordering Guidelines (LSOG) developed in the Ordering and Billing Forum (OBF) at the Alliance of Telecommunications Industry Solutions (ATIS) and approved North American Numbering Council (NANC) procedures and guidelines concerning LNP processes.

6.1.2 When notification is received from the NSP that a current End-User Customer of OSP will subscribe to NSP's service, standard service order

intervals for the appropriate class of service will apply according to industry standards.

- 6.1.3 The NSP will be the single point of contact with OSP for all subsequent ordering activity resulting in additions or changes to services except that OSP will accept a request directly from the End-User Customer for conversion of the End-User Customer's service from NSP to OSP.
- 6.1.4 If either Party determines that an unauthorized change in local service has occurred, the End-User Customer's authorized local service provider will reestablish service with the End-User Customer, and will pursue remedies permitted by federal and state law against the Party making the unauthorized change.

6.2 Misdirected Calls

- 6.2.1 The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):
- 6.2.2 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 6.2.3 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the End-User Customer the correct contact number.
- 6.2.4 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit End-User Customers or to market services.

6.3 End-User Customer Authorization

- 6.3.1 Each Party is responsible for obtaining confirmation and authorization from each End-User Customer initiating transfer of service from one Party to the other Party utilizing a method authorized under federal or state law or regulations by either obtaining a Letter of Authorization ("**LOA**") or Third Party Verification ("**TPV**") from the End-User Customer. The Party obtaining the LOA or TPV from the End-User Customer will attest to the other Party that it or its TPV vendor is in possession of such authorization but shall not be required to furnish it to the other Party unless there is a dispute filed. The Party obtaining the LOA or TPV is required to maintain the record of the LOA or TPV for a minimum of twenty-four (24) months from the date of signature, or, if state or federal law provides otherwise, in accordance with such law.

- 6.3.2 Once the NSP submits an LSR to change an End-Users Customer's local exchange service, the End-User Customer will deal directly with the NSP on all inquiries concerning their going forward local exchange service. This may include, but is not limited to billing, repair, directory listing, and number portability issues, but shall not include any issues as to any debt owed OSP by the End-User Customer.
- 6.3.3 If, based on an End-User Customer complaint, either Party (the "**Complaining Party**") determines that the other Party (the "**Changing Party**") has submitted an unauthorized change in local service; the Parties will reestablish service for the End-User Customer with the appropriate local service provider. The Complaining Party will notify the Changing Party of the End-User Customer complaint, and the Changing Party may provide proof that the change was authorized.
- 6.4 Contact Numbers. The Parties agree to provide one another with contact numbers for the purpose of ordering, provisioning and maintenance of services. The Party receiving trouble tickets will close trouble tickets after making a reasonable effort to contact the other Party for authorization to close the trouble ticket. If the Party receiving the trouble ticket cannot complete the repair due to lack of information or due to lack of authorization for additional work deemed necessary by such Party, the Party receiving the trouble ticket will make reasonable attempts to contact the other Party to obtain such information or authorization. If such attempts fail, the trouble will be placed in a delayed maintenance status.

RECIPROCAL PRICING ATTACHMENT to INTERCONNECTION AGREEMENT

1. General.

The rates contained in this Pricing Attachment are the rates as referenced in the various Sections of this Agreement and are subject to change. These rates are reciprocal and apply to services provided by both ILEC and CLEC.

Reciprocal Compensation

Local/EAS Traffic that is also ISP-Bound Traffic (Pursuant to Interconnection Attachment, Section 4)	Bill and Keep
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2. Directory Services Rates and Charges

Preliminary Pages	No Charge
Directory Listings	No Charge
Primary Listings as Specified in the Ancillary Services Attachment	No Charge
Tariff Items requested by CLEC (<i>e.g.</i> , additional listings, foreign listings, enhanced listings) ILEC Company Name, Inc.	Tariff
Directory	\$5.00 2.50 each
Directory Delivery	\$5.00 2.50 per
Directory, plus ILEC's actual cost of delivery	
Interexchange Access Service	Per Interconnection Attachment, Section 4
LSR-LNP	\$25.00 5.00 per LSR

3. Labor for Services Described in Pre-Ordering, Ordering, Provisioning, Maintenance and Repair Attachment

Basic Time (normally scheduled hours)	\$25.00 / ½ hour
Overtime (outside normally scheduled hours on a scheduled work day)	\$30.00 / ½ hour
Premium Time (outside of scheduled work day)	\$50.00 / ½ hour 2 hour minimum