

- 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; and
 - 19.2.1.3 claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.
- 19.2.2 A Party's indemnification obligations hereunder shall not be applicable to any Claims to the extent caused 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 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 ten (10) days prior 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 as otherwise provided in Section 19, 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 or arising from 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 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. Joint Work Product.

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

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, 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. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

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

To: **ILEC**

Tel:
Fax:
Email:

With a copy to:

Tel:
Fax:

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

Email:

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. 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 and the Commission 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, (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 or the Commission makes a generic determination that is generally applicable to pricing, terms and 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 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 accordingly to reflect the pricing, terms and conditions agreed by the Parties to reflect each such Amended Rule.

- 25.3 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.

26. Regulatory Approval.

The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules may thereafter be filed with the FCC. 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, 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. In those instances where CLEC requests that ILEC personnel interface with CLEC subscribers, such ILEC personnel shall inform the CLEC subscribers that they are representing CLEC, or such brand as CLEC may specify.
- 29.2 Other business materials furnished by ILEC to CLEC subscribers shall bear no corporate name, logo, trademark or trade name.
- 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 ILEC shall share pertinent details of ILEC's training approaches related to branding with CLEC to be used by ILEC to assure that ILEC meets the branding requirements agreed to by the Parties.
- 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 contract language; (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 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 and 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 all costs and fees.

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*"). Thus, Telecommunications Services to such Federal Enclaves are not subject to the jurisdiction of the Commission. 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>[ILEC]</p> <p>By: _____</p> <p>Name:</p> <p>Title:</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 or the Commission.

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 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 _____ 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 (CLEC).

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 directly or indirectly to such subscriber by either of the Parties or by a customer 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 the geographic area that has been defined by the Commission for the provision of 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 (ILEC).

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

2.23 INFORMATION SERVICE.

The term shall be as defined in the Act. 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” refers, in this Agreement, to the connection of facilities and equipment between networks, either directly or indirectly, for the transmission and routing of Telephone Exchange Service and Exchange Access 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 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 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 local exchange Tariff) or ILEC's mandatory extended area service ("EAS") area, as defined by the Commission or, if not defined by the Commission, then as defined in ILEC's existing general subscriber Tariff. Local 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 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.

2.41 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.

2.42 POINT OF INTERCONNECTION (POI).

"Point of Interconnection" or "POI" means the physical location(s) within the geographic network boundary mutually agreed upon and designated by the Parties for the purpose of exchanging traffic. Each Party shall be responsible for all facilities and costs on its respective side of the POI.

2.43 RATE CENTER AREA.

A Rate Center Area is a geographic location, which has been defined by the Commission 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 as defined by the Commission.

2.44 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 Area as defined by the Commission.

2.45 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.

2.46 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.

2.47 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.

2.48 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 Traffic. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

2.49 TELECOMMUNICATIONS CARRIER.

Telecommunications Carrier shall have the meaning set forth in § 153(44) of the Act. This definition includes CMRS providers, IXCs 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.

2.50 TARIFF.

Any applicable Federal or State Tariff of a Party, as amended from time to time.

2.51 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.

2.52 TELECOMMUNICATIONS SERVICE.

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

2.53 TELECOMMUNICATIONS TRAFFIC.

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

2.54 TELEPHONE EXCHANGE SERVICE.

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

2.55 TOLL TRAFFIC.

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

2.56 TRANSIT TRAFFIC.

Traffic between the Parties' End-User Customers that is routed utilizing a third-party Telecommunications Carrier's local and/or Access Tandem Switch, or between a Party's End-User Customers and a third-party Telecommunications Carrier's customers (*e.g.*, third-party CLECs, ILECs) that is routed utilizing the other Party's local and/or Access Tandem Switch. 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 maintain the current 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 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 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 a level of quality equal to that which ILEC provides itself, a Subsidiary, an Affiliate, 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, Local, and EAS traffic. ILEC's network architecture in any given local exchange area and/or LATA can vary markedly from another local exchange area/LATA. CLEC will interconnect with ILEC on ILEC's existing Interconnection facilities between each Party's switches and ILEC's End Offices or Tandems.
- 2.2.2 A Point of Interconnection (POI) is a point within ILEC's network where the Parties deliver Local Traffic to each other, and also serves as a demarcation point between the facilities that each Party is responsible to provide. CLEC must establish a minimum of one (1) POI within each LATA, at any technically feasible point on ILEC's network. In addition, CLEC shall establish additional POIs under the following circumstances:
- 2.2.2.1 To the extent ILEC's network contains multiple Tandem Switches in the LATA, CLEC must establish a POI at each Tandem Switch where it wishes to exchange (*i.e.*, receive or terminate) Local Traffic with ILEC.
- 2.2.2.2 When an ILEC End Office Switch subtends an ILEC Tandem Switch, CLEC must establish a POI at an ILEC End Office when total traffic volumes exchanged between the Parties at that particular ILEC End Office meet or exceed 240,000 minutes (DS1) per month for three (3) consecutive months.
- 2.2.2.3 When an ILEC End Office Switch subtends a non-ILEC Tandem, CLEC must 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 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 to the POI.
- 2.2.4 Network Changes. 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). 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 a facility handoff point must be agreed to that 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 current Interconnection facilities and associated trunks have not been 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 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 Local, 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 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. For administrative consistency CLEC will have control for the purpose of issuing Access Service Requests (ASRs) on two-way groups. Either Party will also use 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 Traffic to, and receiving Local Traffic at, the Tandem Switch serving the ILEC End Office where CLEC desires to terminate such Local Traffic. Until the Threshold Trigger set forth in Section 3.3.3 is reached, each Party is responsible for the costs associated with delivering its originated traffic to such Tandem Switch.

3.3.3 Threshold Trigger. CLEC may use or establish an indirect network connection to terminate Local Traffic to an ILEC local exchange until such time as the total volume of Local 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 3.3.1 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 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 become responsible for the facilities on their respective sides of the newly established POI. ILEC will not be responsible for the costs associated with facilities located outside of the ILEC local exchange or the transport and third-party transit cost of any Local Traffic outside of the ILEC local exchange once the 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 To the extent a Party combines Local Traffic and jointly provided Switched Access Service traffic on a single trunk group for indirect delivery through a Tandem, the originating Party, at the terminating Party's request, will declare quarterly Percentages of Local Use (PLUs). Such PLUs 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 may 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 Traffic and ISP-Bound Traffic indirectly except on an overflow basis to mitigate traffic blockage, equipment failure or emergency situations.
- 3.3.7 As between the Parties, Local 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 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 also serve as the POI.

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 left blank]

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 from its network to the POI. Except as set forth in Section 3.3.1 of this Attachment, under no circumstances shall ILEC be responsible for establishing or maintaining any facilities outside of the ILEC network for the exchange of Local Traffic between the Parties or for the costs associated with transporting 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 trunk groups that carry combined or separate Local Traffic. Notwithstanding the above, ILEC requires 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's access Tandem for those publicly-dialable NXX Codes served by End Offices that directly subtend the access Tandem or to those wireless service providers that directly subtend the access Tandem.

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

3.4 Trunk Groups

3.4.1 The following trunk groups shall be used to exchange Local 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 Traffic between CLEC's network and ILEC's local exchange where the total volume of Local 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