

- 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 _____ 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 _____. All relations between _____ and CLEC or its agent are totally separate from this Agreement and ILEC makes no representations on behalf of _____.
- 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 therefore ILEC will provide SAG to CLEC.

3. Directory Listings and Directory Distribution.

3.1 Introduction

- 3.1.1 If requested by CLEC, ILEC shall include listings in any white page telephone directory that ILEC should 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 such directory, and ILEC can discontinue or modify any directory it publishes from time to time in its sole discretion.

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 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 Prior to the issuance of a particular directory, 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 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 of the WP Directory. Prior to the business office close date for a particular directory, ILEC 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.
- 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.

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. In such event, ILEC 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.

3.5.2 CLEC shall indemnify, protect, save harmless and defend ILEC (or 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 a Party, identified pursuant to Section 2 of this Attachment. Based on a reasonable volume of requests, the standard interval for address verification is one (1) business day. 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 and Electronic Interface. Unless otherwise provided in the Attachments of this Agreement, CLEC shall use ILEC's web-based interface to submit orders and requests for maintenance and repair of services, and to engage in other pre-ordering, ordering, provisioning and dispute transactions. Unless otherwise provided in the Attachments of this Agreement, manual, facsimile or email interfaces may only be used if first confirmed with and agreed upon by ILEC's CLEC service group personnel. If ILEC has not yet developed and/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 other 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 provisioning of service to be performed outside the regular working hours of old service provider (OSP), or the work so requested requires OSP's personnel to work outside of regular working hours, overtime and 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, denied service, or contract terms.

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. Further, ILEC shall provide CLEC with access to abbreviated dialing codes, and the ability to obtain telephone numbers, while a subscriber is on the phone with CLEC. 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 real-time confirmation of the number reservation. For number reservations associated with complex services, ILEC shall provide confirmation of the number reservation within twenty-four (24) hours of CLEC's request. 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 the 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 Notwithstanding any other provision of this Agreement, the Pricing Appendices, any attachment or appendix incorporated herein, or any provision of any ILEC Tariff, the Parties will not assess charges on one another for porting telephone numbers, or for processing orders associated with requests for porting numbers.
- 5.2.3 Notwithstanding any other provision of this Agreement, the Pricing Appendices, any attachment or appendix incorporated herein, or any provision of any ILEC Tariff, neither Party will bill the other Party any service order charge for a LSR, regardless of whether that LSR is later supplemented clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements

to any LSR submitted to clarify, change or cancel a previously submitted LSR.

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 with the Commission. 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 local exchange service. This may include, but is not limited to billing repair, directory listing, and number portability.

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.

PRICING ATTACHMENT
to
INTERCONNECTION AGREEMENT

1. General.

The rates contained in this Pricing Attachment are the rates as referenced in the various Sections this Agreement and are subject to change as a result filings made with the FCC or Commission and any FCC or Commission rulings and proceedings, including but not limited to, any generic proceeding to determine ILEC's unrecovered costs, the establishment of a competitively neutral universal service system, or any appeal or other litigation. These rates are reciprocal and apply to services provided by both ILEC and CLEC.

Reciprocal Compensation

Local 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
Order Fulfillment	No Charge
WP Directory Charge - Additional	\$5.00

EXHIBIT C

DRAFT

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) 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,