

identification codes (CIC) (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.4.5 High-Volume/Mass Calling Trunk Group.

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

3.5 Forecasting and Planning Responsibilities

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

3.5.2 The semi-annual forecasts shall include:

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

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

reflected by a significant increase or decrease in trunking demand for the following forecasting period.

- 3.5.3 The Parties shall agree on a forecast provided above to ensure efficient utilization of trunks. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available.
- 3.5.4 CLEC shall be responsible for forecasting and servicing two-way trunk groups. ILEC shall be responsible for forecasting and servicing the one-way trunk groups terminating to CLEC, and CLEC shall be responsible for forecasting and servicing the one-way trunk groups terminating to ILEC, unless otherwise specified in this Section. Standard trunk traffic engineering methods will be used by the Parties
- 3.5.5 If forecast quantities are in dispute, the Parties shall meet, either in person or via conference call, to reconcile the differences.
- 3.5.6 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.
- 3.5.7 ILEC shall attempt to meet CLEC's requests for Interconnection using currently available facilities and capacity. ILEC shall have no obligation to construct additional facilities or capacity to meet CLEC's requests for Interconnection. However, if ILEC refuses a CLEC request for Interconnection due to lack of facilities or lack of capacity on the trunk side of an Interconnection, ILEC will provide an explanation of the reason(s) lack of facilities or lack of capacity exists. CLEC may request to work with ILEC to establish a construction plan, and ILEC shall promptly provide a construction plan setting forth the timeline for adding the additional capacity. CLEC shall bear all costs associated with engineering and constructing such additional facilities or capacity.
- 3.5.8 Notwithstanding the above, if CLEC determines to offer local exchange service within an ILEC area, EAS to an ILEC area or otherwise assign numbers rated to the ILEC exchange, CLEC may, at its sole discretion, provide thirty (30) days written notice to ILEC of the need to establish Interconnection. Such request shall include (i) CLEC's switch address, type, and CLLI; (ii) CLEC's requested Interconnection activation date; and (iii) a non-binding forecast of CLEC's trunking and facilities requirements.
 - 3.5.8.1 Upon receipt of CLEC's notice to interconnect, the Parties shall schedule a meeting to negotiate and mutually agree on the network architecture (including trunking) to be documented as discussed

above. The Interconnection activation date for an Interconnection shall be established based on then-existing work force and load, the scope and complexity of the requested Interconnection and other relevant factors.

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

3.6 Trunk Design Blocking Criteria

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

TABLE 1

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

3.7 Trunk Servicing

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

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

3.10.1 Should CLEC request trunking from ILEC in excess of the industry traffic engineering design blocking standard, referenced above, ILEC may request that the Parties meet to discuss the request and CLEC's reasons for the request. ILEC is not obligated to provide such trunking unless CLEC agrees in writing to pay for the excess trunking on the ILEC side of the POI. CLEC agrees in writing to pay for the excess trunking on the ILEC side of the POI so long as the trunking is in excess of the design blocking standard.

3.11 Trunk Data Exchange

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

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

3.12 Network Management

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

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

servicing. Expansive controls will only be used when mutually agreed to by the Parties.

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

4. **Intercarrier Compensation.**

4.1 Applicability of the FCC USF-Intercarrier Compensation Reform Order

4.1.1 **Local Traffic, EAS Traffic, and ISP-Bound Traffic.** The Parties agree to terminate each other's Local Traffic, EAS Traffic, and ISP-Bound Traffic that physically originates and terminates in the same local calling area on a Bill and Keep basis. Each Party will be entitled to retain all revenues it generates from its End-User Customers for the exchange of such traffic, and neither Party will be required to compensate the other Party for the exchange of such traffic.

4.1.2 **Termination of IntraLATA Toll Traffic.** Each Party will compensate the other Party for termination of IntraLATA Toll Traffic in accordance with the FCC USF-Intercarrier Compensation Reform Order. The rate charged by one Party to the other Party for the termination of IntraLATA Toll Traffic shall not exceed the rate charged by the other Party.

4.1.3 **Termination of InterLATA Traffic.** The Parties will exchange InterLATA Traffic either by routing such to an IXC or by using standard Feature Group D trunking. In the latter event, the Parties will compensate the other for InterLATA Traffic exchanged directly between them in accordance with the FCC USF-Intercarrier Compensation Reform Order. The rate charged by one Party to the other Party for the termination of InterLATA Traffic shall not exceed the rate charged by the other Party.

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

4.2.1 **Interconnected VoIP Service Traffic** originated by an End-User Customer of one Party in an exchange on that Party's network and terminated to an End-User Customer of the other Party on that other Party's network located within the same exchange or other non-optional extended local calling area associated with the originating End-User Customer's exchange, as defined by ILEC's applicable local exchange Tariff, shall be included in Local Traffic. Interconnected VoIP Service Traffic directed to a terminating End-User Customer physically located outside the originating End-User Customer's Local Calling Area will be considered Toll Traffic.

- 4.2.2 For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to traffic originated or terminated by their End-User Customers, CLEC shall adopt the Rate Center areas and Rating Points that the Commission has approved for the ILECs. In addition, CLEC shall assign whole NPA/NXX codes to each Rate Center, subject to State regulatory requirements. If CLEC only obtains thousands blocks instead of whole NPA/NXX codes, those thousands blocks shall remain rated to the Rate Center associated with the donating NPA/NXX code.
- 4.2.3 The Party's agree there will be no VNXX traffic established under this Agreement
- 4.2.4 As set forth in Section 3.4.4 of this Attachment, Interconnected VoIP Service Traffic shall be assigned to the corresponding jurisdiction for compensation purposes, if all the signaling parameters are included with the traffic exchange. Calling Party Number ("CPN") and Jurisdictional Indicator Parameter ("JIP") of the originating Interconnected VoIP Service Traffic shall indicate the geographical location of the actual IP caller location, not the location where the call enters the PSTN.
- 4.2.5 Except as provided otherwise in this Agreement, the Parties understand and agree that either Party, upon ten (10) days' notice to the other Party, shall correct the routing of any traffic that is routed in a manner inconsistent with the terms of this Agreement by the other Party over any trunk groups and/or which is routed outside of the mutual agreement of the Parties.
- 4.2.6 Neither Party shall be obligated to compensate the other Party or any third party for Telecommunications Traffic that is inappropriately routed.

4.3 Responsibilities of the Parties

- 4.3.1 Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. It is the responsibility of each Party to originate and transmit complete and unaltered calling party number (CPN), as received by an originating party. Each Party is individually responsible to provide facilities within its network for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network as referenced in Telcordia Technologies BOC Notes on LEC Networks and to terminate the traffic it receives in that standard format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including the Telecommunications Service Priority (TSP) System for National Security Emergency Preparedness (NSEP).

- 4.3.2 Each Party is responsible to input required data into Routing Data Base Systems (RDBS) and into Telcordia Technologies Rating Administrative Data Systems (example: BRADS) or other appropriate system(s) necessary to update the Local Exchange Routing Guide.
- 4.3.3 Neither Party shall use any Interconnection, function, facility, product, network element, or service provided under this Agreement or any other service related thereto or used in combination therewith in any manner that interferes with or impairs service over any facilities of either Party, its affiliated companies or other connecting Telecommunications Carriers, prevents any carrier from using its Telecommunication Service, impairs the quality or privacy of Telecommunications Service to other carriers or to either Party's End-User Customers, causes hazards to either Party's personnel or the public, damage to either Party's or any connecting carrier's facilities or equipment, including any malfunction of ordering or billing systems or equipment. Upon such occurrence, either Party may discontinue or refuse service for so long as the other Party is violating this provision. Upon any such violation, either Party shall provide the other Party written notice of the violation at the earliest practicable time.
- 4.3.4 Each Party is solely responsible for the services it provides to its End-User Customers and to other Telecommunications Carriers.
- 4.3.5 Where SS7 connections exist, each Party will provide the other with the proper signaling information (e.g., originating Calling Party Number, JIP and destination called party number, etc.), to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including CPN, JIP, Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored.

5. Applicability of Other Rates, Terms and Conditions.

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

LOCAL NUMBER PORTABILITY ATTACHMENT
to
INTERCONNECTION AGREEMENT

1. Definitions

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

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

2. Number Portability.

- 2.1 Each Party will provide Number Portability ("*NP*") in accordance with the Act, and applicable FCC rules, regulations and orders.
- 2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If CLEC requests that ILEC port a number, the Parties shall follow the applicable FCC rules, regulations and orders. ILEC shall not assess any charges on CLEC for number porting including, but not limited to, service order charges or Tariffed charges associated with such requests. The Parties will provide porting in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the telecommunications industry as a national industry standard.

- 2.2.1 The LSR will have a requested due date that is not less than the interval(s) established by the FCC.
 - 2.2.2 Both Parties agree to provide a Firm Order Confirmation (FOC) to the Recipient Party within 24 hours from the time an LSR is received.
 - 2.2.3 For purposes of this Attachment, the Donor Party may request to use a project management approach for the implementation of LSRs for large quantities of numbers ported from a single End-User Customer location, within a given state. For purposes of this provision, "large quantities" shall mean seventy-five (75) or more numbers. The Donor Party also may request to use a project management approach for the implementation of LSRs for complex ports, which shall be defined as those ports that include complex switch translations (e.g., Centrex, ISDN, AIN services, remote call forwarding, or multiple services on the loop). Under such managed projects ("projects"), the Parties may negotiate implementation details including, but not limited to: due dates, cutover intervals and times, coordination of technical resources, and completion notice.
- 2.3 Notwithstanding any other provision of this Agreement, the Pricing Appendices, any attachment or appendix incorporated herein, or any Tariff, the Parties shall not assess charges on one another for porting telephone numbers, or for processing orders associated with requests for porting numbers. 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.
- 2.4 The Parties agree that an End-User Customer may geographically relocate at the same time as it ports its telephone number to the Recipient Party; provided, however, that the Donor Party may require that the End-User Customer's relocation at the time of the port to the Recipient Party be limited to the geographic area represented by the NXX of the ported telephone number. The Donor Party may not impose a relocation limitation on the Recipient Party that is more restrictive than that which the Donor Party would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Donor Party may not impose any restrictions on relocation within the same Rate Center by a ported End-User Customer while that End-User Customer is served by the Recipient Party.
- 2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, ILEC will route traffic destined for CLEC's End-User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.

- 2.6 When ILEC receives an unqueried call from CLEC to a telephone number that has been ported to another local services provider, the unqueried call routing rate set forth in the Pricing Attachment, will apply.
- 2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by ILEC or CLEC.
- 2.8 The Recipient Party will be responsible for the End-User Customer's other telecommunications-related items, e.g., E911, Directory Listings, Operator Services, Line Information Database (LIDB), when it ports the End-User Customer's telephone number in its switch.

3. Cut-Over Process for Number Porting Orders.

3.1 TDT Cut-Overs

- 3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Eastern Time on the day before the scheduled due date.
- 3.1.2 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

4. Obligations of Both Parties.

- 4.1 Each Party is responsible for creating or concurrence of Subscription Versions in the NPAC for telephone numbers ported into or out of its network.
- 4.2 When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original End-User Customer, the ported telephone number will be released back to the carrier who is the code holder or block holder.
- 4.3 Each Party has the right to block default routed calls entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 4.4 Both Parties must be certified by the Regional NPAC prior to the scheduling of inter-company testing.

- 4.5 Each Party will designate a single point of contact (SPOC) to schedule and perform required testing. These tests will be performed during a mutually agreed upon time frame and must meet the criteria set forth by the Inter-Industry LNP Regional Team for porting.
- 4.6 Each Party shall abide by NANC and the Inter-Industry LNP Regional Team provisioning and implementation processes.

DIALING PARITY ATTACHMENT
to
INTERCONNECTION AGREEMENT

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

**ANCILLARY SERVICES ATTACHMENT
to
INTERCONNECTION AGREEMENT**

1. 911/E-911 Arrangements.

- 1.1 ILEC utilizes _____ 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 B

BROOKS, PIERCE, McLENDON, HUMPHREY & LEONARD, L.L.P.

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WRITER'S DIRECT DIAL

November 5, 2013

VIA OVERNIGHT DELIVERY AND EMAIL

Daniel C. Higgins, Esq.
Burns, Day & Presnell, P.A.
2626 Glenwood Avenue
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Raleigh, NC 27608

Re: TWCIS (NC) / Star; Joint Pre-Filing Conference with FCC Staff

Dear Dan:

On behalf of Time Warner Cable Information Services (North Carolina), LLC ("TWC"), I am writing in connection with the recent order of the FCC's Wireline Competition Bureau, which preempts the jurisdiction of the NCREA in the arbitration proceeding between TWC and Star Telephone Membership Corporation.¹ As a result of the Preemption Order, FCC staff will conduct an arbitration proceeding to establish an interconnection agreement ("ICA") between TWC and Star. To that end, the Preemption Order contemplates that the parties will hold a joint

¹ Petition of Time Warner Cable Inc. Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the North Carolina Rural Electrification Authority Regarding Arbitration of an Interconnection Agreement with Star Telephone Membership Corporation, Memorandum Opinion and Order, WC Docket No. 13-204, DA 13-2117 (WCB Nov. 1, 2013) ("Preemption Order").