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April 23, 2004

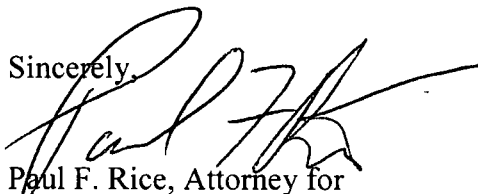
Honorable Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
450 James Robertson Parkway
Nashville, TN 37243-0505

RE: Interconnection Agreement between Jackson Energy Authority and Aeneas
Communications, LLC. Docket No. 04-00128

Dear Chairman Tate,

I am enclosing an original and five copies and a CD of the Interconnection Agreement between the above parties with an effective date of March 1, 2004. I believe this is the first ICA executed by the Jackson Energy Authority for their fiber to the home network. (JEA was recently granted its CCN under docket 03-00438.) Thank you for your attention to this matter.

Sincerely,



Paul F. Rice, Attorney for
Aeneas Communications, LLC

Enc.

Cc: JEA c/o Teresa Cobb, Esq.

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In re Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and Telepak Networks, Inc Pursuant to Section 251 and 252 of the Telecommunications Act of 1996

Docket No _____

PETITION FOR APPROVAL OF THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN AENEAS COMMUNICATIONS, LLC AND JACKSON ENERGY AUTHORITY PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

Come now Aeneas Communications, LLC (Aeneas) and Jackson Energy Authority (JEA) and file this request for approval of the Interconnection Agreement ('the Agreement') negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the 'Act'). In support of their request, Aeneas and JEA state the following:

1. JEA and Aeneas have recently negotiated an agreement for interconnection to, and for Aeneas to provide retail voice and data services over, JEA's fiber-to-the-home network. A copy of the Agreement is attached hereto and incorporated herein by reference.
2. Pursuant to Section 252 (e) of the Act, the parties are submitting their Agreement to the TRA for its consideration and approval.
3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between Aeneas and JEA within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience, or necessity.
4. JEA and Aeneas aver that the Agreement is consistent with the standards for approval.

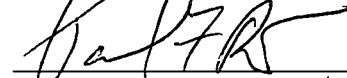
5. Pursuant to Section 252(i) of the Act, JEA shall make the Agreement available upon the same terms and conditions contained therein.

JEA and Aeneas respectfully request that the TRA approve the Agreement negotiated between the parties.

This 23 day of April, 2004.

Respectfully submitted,

Aeneas Communications, LLC



By: Paul F. Rice 2/11/14

Attorney for Aeneas

405 E. College St.

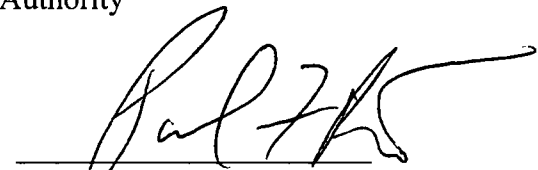
Jackson, TN 38301

(731) 554-9200 ext 235

Certificate of Service

I, Paul F. Rice, certify that I have served a copy of the foregoing Petition for Approval of the Interconnection Agreement on the following via US Mail on the 23 day of April, 2004.

Teresa Cobb, General Counsel for Jackson Energy Authority
301 E. College St.
Jackson, TN 38301



Paul F. Rice, Attorney for Aeneas

INTERCONNECTION AGREEMENT GENERAL TERMS AND CONDITIONS

THIS AGREEMENT is made and entered into this 1st day of March, 2004, by and between Jackson Energy Authority, (hereinafter referred to as "JEA"), a public utility authority created by 2001 Tennessee Private Acts, Chapter 55, and Aeneas Communications, LLC, a Tennessee company (hereinafter referred to as "Contractor"). This Agreement may refer to either JEA or Contractor or both as a "Party" or "Parties."

W I T N E S S E T H

WHEREAS, JEA is a Tennessee utility authority that is authorized to own and operate a telecommunications system and provide telecommunications services in the state of Tennessee; and

WHEREAS, JEA has constructed a cable television system with a "fiber to the home" broadband network architecture (hereinafter referred to as the "Network") in and around the City of Jackson that also has the capability of providing transport for telephony and data services utilizing Gigabit Ethernet technology, and

WHEREAS, Contractor warrants that it currently possesses a valid Certificate of Convenience and Necessity to operate as a Competitive Local Exchange Carrier ("CLEC") to provide telecommunications services in the state of Tennessee; and

WHEREAS, Contractor desires JEA to provide transport for its telephony and ISP services over its Network for a fee, and

WHEREAS, the Parties wish to interconnect their facilities for this purpose pursuant to State and Federal law.

NOW THEREFORE, in consideration of the mutual agreements contained herein, JEA and Contractor agree to the following terms and conditions as follows:

Definitions

Affiliate is defined as a person or entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person or entity. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 51 percent.

Authority is defined as the Tennessee Regulatory Authority (TRA).

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated by the Authority to provide local exchange service within JEA's network area.

End Use Devices means any customer owned equipment, including but not limited to computers, hubs, PBX switches, routers, or telephone sets, that is connected to the Network via the JEA Gateway.

End User means a user to whom Contractor will provide telecommunications services utilizing, in part, the transport services provided over the Network by JEA to Contractor under this agreement. End User may also be referred to as "Contractor's customer", or simply as "customer".

FCC means the Federal Communications Commission.

Gateway means the network terminal device located at the customer premises that makes the conversion of the end user's service between light waves and electrical or radio frequency signals and connects with the end user's internal wiring to the end use devices. "Gateway" includes output wires from an externally mounted terminal device leading to a demarcation point outside of the customer's premise, or for internally mounted terminal devices, to a drop point inside the building, such as a telephone closet or PBX room.

Internet Service Provider, aka Information Services Provider (ISP)- means a company that provides to customers (companies and private individuals) with access to the Internet and the World Wide Web and ancillary services such as Web hosting, Static IP addressing, Domain Server registration, and other features.

JEA Network aka Network means JEA's fiber optic cabling and equipment between the designated Network Interface Point and the output side of the JEA Gateway at the end user's premises.

Mediation- in the context of telephone services shall refer to the TRA or the FCC regulations regarding mediation, as appropriate; in the context of data services, to private mediation. Nothing in this agreement shall restrict either party's rights to appeal mediation outcomes as allowed by law.

Network Interface Point means the designated entry point of the JEA Master Telecommunications Control Center at 125 E. College Street, Jackson, TN

Network Service Outage means a complete disruption of a Service or a failure of the Service to conform in any material respect to the technical specifications applicable to that Service caused by failure of the JEA Network to facilitate such performance.

Network Transport means the transport of Contractor's Services provided by JEA across its Network

Retail Charge- as used in Attachment 1 and anywhere else it appears shall mean the amount of money charged to the customer for a particular service, excluding any fees, taxes, or surcharges collected from the customer and paid to a governmental or regulatory agency

Scheduled Outage means any disruption or degradation of Service caused by scheduled maintenance or planned enhancements or upgrades to the Network.

Services means telephony or ISP services provided by Contractor to an end-user over the JEA Network.

1.0 Certifications

- 1.1 Prior to execution of this Agreement, Contractor agrees to provide JEA with a copy of Contractor's CLEC certification. JEA agrees to provide Contractor with written evidence of its authority to enter this agreement when granted by the TRA.

2.0 Term of the Agreement

- 2.1 The term of this Agreement shall be ten years, beginning on the above effective date and shall apply to the JEA network territory in the state of Tennessee.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 0 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may seek Mediation of this Interconnection Agreement.
- 2.4 If, as of the expiration of this Agreement or after timely mediation, a Subsequent Agreement has not been executed by the Parties, this Agreement shall terminate. Upon termination of this Agreement, JEA shall continue to provide Network transport of Contractor's Services pursuant to the terms, conditions and rates set forth in this interconnection agreement for a period of six (6) months that shall be known as the "Migration Period". During this Migration Period, the Contractor shall formulate and effect a plan to migrate its existing customers to another Contractor or to JEA provided JEA has legal authority to provide telephony services. Such plan shall comply with anti-slamming laws and shall include notification to the Contractor's customers, at the Contractor's expense, of how and when their accounts will be transferred to a new Service provider. During the Migration Period, the Contractor may not establish any more new Service accounts that would require transport over the JEA Network. Negotiations between the Contractor and JEA may continue during the Migration Period, and if a Subsequent Agreement is successfully negotiated, the Migration Period and the conditions pertaining to it by this Agreement shall cease with the effective date of the Subsequent Agreement

3.0 Network Access and Transport

- 3.1 Network Interconnection and Interface – JEA shall provide Contractor with access to its Network at the designated entry point of the JEA Master Telecommunications Control Center (MTCC) at 125 E. College Street, Jackson, Tennessee. Contractor shall be responsible for providing and maintaining a fiber optic interconnection link between the JEA MTCC and the Contractor Central Office (CO) with sufficient spare fiber to reach the JEA Ethernet switch and/or routers. JEA may, at Contractor' option, provide and maintain the fiber optic interconnection link to the Contractor CO, for a monthly fee mutually agreed upon by both parties. JEA shall make and maintain all necessary connections within its MTCC of the Contractor interconnection link to its Ethernet switch and routers.
- 3.2 Network Transport – JEA shall provide transport for Contractor' telephony and data services as prioritized data packets utilizing Internet Protocol (IP) over Gigabit Ethernet technology to and from Contractor's customers over the Network. Telephony packets shall have priority over data packets.
- 3.3 Network Maintenance and Operation – JEA shall be capable of performing all monitoring and coordinating of all testing, maintenance, and repair functions of the Network twenty-four (24) hours per day, seven days (7) per week with the objective of causing the Services to perform in compliance with industry standards. JEA shall be responsible for constructing and maintaining the Network to provide carrier class transport service for Contractor' services. All active components of the Network, including the MTCC, Network core devices, and JEA Gateway devices, shall be supported by sufficient stand-by battery and/or generator back up to provide eight (8) hours of on-hook and two (2) hours of off-hook operation for Contractor' telephone customers. JEA shall maintain and operate its Network in a manner to achieve five 9's (99.999%) reliability and assure Quality of Service (QoS) for Contractor's customers.
- 3.4 Trouble Call Reporting and Response – JEA shall be responsible for responding to and correcting any problems on its Network between the Network Interface Point where Contractor enters the Network and the output side of the Gateway at the customer's premises. JEA shall maintain a call center and service staff sufficient to receive and respond to customer trouble calls on a 24-hour, 7 day a week basis. Upon receiving a trouble call or system alarm, JEA shall immediately commence coordinating efforts to effect appropriate repairs and restore service. JEA shall respond within one (1) hour from such trouble call or system alarm.
- 3.5 Scheduled System Maintenance – Scheduled system maintenance of the Network shall be performed outside of regular business hours during the maintenance window of 12:00am CST to 5:00am CST, and any scheduled system maintenance

that is likely to disrupt Network Transport shall be scheduled with no less than three (3) days advance notice to Contractor. A Service Outage outside of regular business hours resulting from scheduled system maintenance, and about which Contractor was given appropriate notice, and, where applicable, consented as provided in this Agreement, shall not result in a credit for a Service Outage and shall be completed as soon as practicable.

- 3.6 Installation of Network Service Drops – JEA shall install all fiber optic service drops to customer premises and shall install and maintain Gateway devices and any necessary power supplies. As requested by the customer through a valid service request which alerts the customer that there may be a charge, JEA shall make all connections to customer end-use devices using existing inside wiring or new wiring as required, and JEA may bill CLEC or ISP for such work requested.
- 3.7 Number Portability – Contractor shall be responsible for making all number portability requests on behalf of its customers and coordinating the number portability scheduling with JEA.
- 3.8 Provisioning of Services – JEA shall configure and provision services to meet the service level needs of Contractor's customers. Provisioning by JEA shall include assigning of IP addresses to Gateways, establishing bandwidth parameters for data customers, QoS specifications, and Service Level Agreements (SLA). Contractor shall be responsible for provisioning the features and functionality available through its telephone switch or Internet equipment. Contractor shall be responsible for notifying JEA regarding orders for new accounts, or any changes with its existing customer accounts such as transfers of service, upgrades, or account termination, in order to coordinate the proper provisioning of those accounts on the JEA Network.
- 3.9 Network Security – JEA shall make reasonable and sufficient efforts to protect its Network from malicious attacks by unauthorized persons. In addition to the security features inherent in the JEA Network through its equipment vendor, JEA shall install firewalls and other security measures to provide added protection against such intrusions. Contractor shall also be responsible for installing and maintaining sufficient security measures, including firewalls and other protective devices, to the reasonable satisfaction of JEA to reasonably protect the Network from unauthorized intrusion through its facilities.
- 3.10 Co-Location of Equipment – JEA will make available to Contractor, at mutually agreed upon rates as described in Attachment 1 of this agreement, co-location space within its MTCC for telephony and data service equipment owned by Contractor.
- 4.0 Network Transport Fee**
- 4.1 JEA does hereby lease to Contractor access to its fiber optic network between the Network Interface Point and the output side of the Gateway located at the customer's premises, for Network Transport of the Contractor's Services by JEA

across its Network and all other purposes described in this Agreement or any additional agreement signed by the Parties hereto.

- 4.2 For and in consideration of this Network Transport, Contractor agrees to compensate JEA in accordance with **Attachment 1**.

5.0 Billing, Taxes and Other Fees

- 5.1 Invoices – JEA shall invoice Contractor on a monthly recurring basis for the Network Transport fees and other non-recurring charges in accordance with the fee schedule defined in Attachment 1. Monthly recurring Network Transport fees that are started on a date other than the first of the prior month or terminated on a date other than the last day of the prior month shall be pro-rated based on the number of days of service from the activation or other beginning date and the closing date of that billing period.
- 5.2 Remittance – Invoices for current charges and fees, and invoices issued upon resolution of disputed charges or fees, are payable within thirty (30) days after receipt of the invoice. Contractor shall pay the sum due in the invoice at the remittance address indicated on the invoice.
- 5.3 Late Payments – In the event Contractor should fail to make any payment by the due date specified above, Contractor shall be liable to JEA for a late charge on all past due amounts at the compounded rate of one and one-half percent (1.5%) per month (or such lower rate that is then the maximum rate allowed by law), calculated on a daily basis from the first day when said amount became due and owing until paid.
- 5.4 No Setoff Rights – The amounts due to JEA hereunder are due and payable without set off.
- 5.5 Disputed Invoices – Should Contractor dispute any of the charges on its monthly invoice, it shall notify JEA of such disputed charges in writing no later than sixty (60) days after date of the invoice. Contractor shall timely pay all amounts not in dispute. The notice shall set forth all details concerning the disputed charges and reasons for the dispute. JEA and Contractor shall attempt in good faith to resolve any objection to the invoiced amount prior to the payment due date or, if the due date has already passed, within ten (10) days of Contractor's dispute. If agreement cannot be resolved prior to the payment due date, Contractor shall pay the invoiced amount minus the disputed amount on the due date of original invoice. If the dispute is subsequently resolved in favor of JEA, JEA shall re-invoice the disputed amount owed then, including interest at the rate specified in Section 5.3 from the original due date, and Contractor shall pay all amounts agreed or found to be owing to JEA within fifteen (15) days of the date of the reissued invoice. Payment shall not prejudice Contractor's right to dispute charges, so long as they are disputed in the manner and within the time specified in this section. Any credits resulting from said dispute, such as in the case of an overpayment, will be reflected in a subsequent billing cycle and shall include

accrued interest as above described. The Parties will cooperate in good faith to attempt to resolve any such disputes within sixty (60) days after the dispute is submitted to JEA. If these means fail to resolve the dispute, the parties may seek mediation.

- 5.6 Timely Invoicing – JEA shall invoice for all fees and charges or adjustments to previous invoices no later than six (6) months after the end of the month to which those fees, charges or adjustments apply.
- 5.7 Change in Contractor' Creditworthiness – JEA reserves the right to request commercially reasonable financial information from Contractor for the purpose of determining the creditworthiness of Contractor. If at any time there is a material adverse change in Contractor' creditworthiness or a material adverse change in Contractor' financial position, then in addition to any other remedies available to JEA, JEA may elect, in its sole discretion, to demand reasonable assurance of payment from Contractor, including among other things the posting of a reasonable deposit and the executing of an agreement with JEA regarding the use of any such deposit, such agreement to be in form and substance acceptable to JEA.
- 5.8 Taxes – Contractor shall be responsible for any applicable federal, state or local use, excise, sales or other taxes, fees, assessments, surcharges or similar amounts in connection with the Services furnished by Contractor to Contractor' customers pursuant hereto, including but not limited to any Universal Service Fund contributions or other surcharges or contribution required or permitted by a regulatory body. Contractor shall pay all such amounts directly to the taxing authority unless the taxing authority requires that JEA collect and remit payment, in which event Contractor shall pay said amounts to JEA and JEA shall accept said amounts in trust for this purpose and remit such amounts to the authority. Contractor and JEA shall cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, any such taxes, duties or liabilities, including the furnishing of certifications that purchases by Contractor are for purposes of resale. Contractor shall provide all information to JEA of any exemption of sales, use, or other tax claimed by Contractor and shall immediately notify JEA of any change in Contractor's tax status.
- 5.9 Franchise and User Fees; Permits – Contractor shall be solely responsible for obtaining all necessary permits or consents from state or local governments, if any, for use by Contractor of the Network and shall pay all franchise or user fees, if any, imposed on Contractor or required of Contractor by the local, state, or federal government upon or as a result of Contractor's use of the Network. JEA shall be responsible for payment of any franchise or user fees imposed upon JEA for locating JEA's Network within public rights-of-way and/or within JEA's Underlying Rights.
- 5.10 Indemnification against Taxes and Third Party Fees – Contractor shall indemnify and hold JEA harmless against all taxes, fees, assessments or similar amounts, if any, which may be assessed against Contractor or JEA for Contractor's use of the

Network hereunder. Contractor shall further indemnify and hold harmless JEA against all claims or liability due to or arising out of failure of Contractor to obtain any permit or other consent as may be required from any local government or other regulatory body for use of the Network.

- 5.11 Protest – Contractor and JEA shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority, as permitted by law.

6.0 Performance Standards and Outage Credits

- 6.1 Allowance for Interruption of Network Service. Contractor shall be entitled to a credit for periods during which Network Transport is interrupted due to a Network Service Outage. No credit shall be issued for a Service Outage caused by failure of the CLEC's or ISP's equipment outside of the Network. JEA agrees to undertake immediate action to correct any Service Outage after receiving notice from Contractor that a Service Outage exists. The credit owed to Contractor resulting from a Network Service Outage shall be computed at 1/1440 of the monthly recurring fees applicable to that portion of the Network Transport which is subject to the Network Service Outage for each one-half (1/2) hour or major fraction thereof that a Network Service Outage continues. A Service Outage begins when Contractor opens a trouble ticket with JEA's call center or when JEA is notified or becomes aware of the Service Outage, whichever first occurs. A Service Outage ends when the affected service in JEA Network has passed all required testing and is functioning in compliance with technical specifications. For opening a trouble ticket, Contractor may notify JEA's call center by telephone 1-731-422-7500 or any such similar expedited notice mechanism at the numbers and addresses set forth on JEA's published service escalation procedures as in effect from time to time. In no event shall the credit for Network Transport during a calendar month exceed the monthly recurring fee for that Network Transport specified in the Service Order. The trouble ticket will not be considered closed until the Contractor is notified. If an unscheduled outage causes a customer to leave Contractor, Contractor shall not be charged for the Network Transport fee associated with that customer during the monthly cycle in which the disconnection order was placed.

- 6.2 Events Excepted from Credit – Notwithstanding the foregoing, Contractor shall not receive any credit for a Service Outage arising from or caused by the following events:

- a) Contractor's (or others affiliated with Contractor) negligence;
- b) Negligence of End User causing an interruption of their own service;
- c) Failure of electrical power to Contractor equipment when such power is not provided by JEA pursuant to this Agreement;
- d) Election by Contractor, after requested by JEA, not to release the Service for testing and repair;

- e) JEA's inability, due to the action or inaction of Contractor or an End-User, to obtain access required to remedy a defect in Service;
- f) Scheduled system maintenance coordinated with Contractor and performed by JEA within the agreed upon time period;
- g) Scheduled upgrade of Service at the request of Contractor;
- h) Subject to Section 6.0, malfunction of non-JEA equipment or systems; or
- i) Force Majeure Events.

6.3 Credit Claim Deadline – Contractor must request a credit allowance for a Service Outage within ninety (90) days after delivery of an invoice respecting the affected Service or any claim for an allowance is waived.

6.4 Equipment – JEA may substitute, change or rearrange core telecommunications equipment used in providing Network service as long as the quality of service or type of service is not impaired or changed. JEA will use its best efforts to notify Contractor of the technical specifications of these changes at least 90 days in advance. Any special interface equipment or facilities, necessary to achieve compatibility solely between the telecommunications equipment of JEA and the facilities of Contractor or its End-User, shall be at Contractor's expense and JEA shall not be required to provide any such equipment.

7.0 Contractor Responsibilities

7.1 Telephony Equipment and Facilities – Contractor shall be responsible for providing and maintaining all telephony equipment outside of the JEA Network, such as softswitches, media gateways, and any other equipment necessary to switch, distribute, and provision telephone traffic for its telephony customers. Such equipment may be installed at the Contractor CO or co-located in the MTCC. Contractor shall be responsible for establishing and maintaining all interconnection agreements with ILECs and any other CLECs at its expense.

7.2 Telephony Provisioning – Contractor shall be responsible for provisioning the features and functionality of its telephony services offered to its customers through its switch.

7.3 Required Services and Operating Regulations – Contractor shall be responsible for meeting all operating regulations that are required by federal or state law.

7.4 Data Equipment and Facilities – Contractor shall be responsible for installing and maintaining all equipment outside of the JEA Network, such as routers, servers, and any other equipment necessary for providing Internet and data services to its customers. Such equipment may be installed in the Contractor CO or co-located in the MTCC. Contractor shall be responsible for maintaining adequate interconnections to long-haul carriers sufficient to meet and exceed the requirements of its customers using the Network.

- 7.5 Marketing and Sales -- Unless otherwise agreed in a writing signed by the parties hereto, Contractor will be responsible for all communications with potential and current end users with respect to all marketing and sales of Contractor branded goods or services.
- 7.6 Ordering -- Unless otherwise agreed in a writing signed by the parties hereto, Contractor will be responsible for all communications with potential and current end users with respect to all ordering which requires action from the Contractor side of the Network Interface Point.
- 7.7 Provisioning -- Unless otherwise agreed in a writing signed by the parties hereto, Contractor will be responsible for all communications with potential and current end users with respect to all provisioning which requires action from the Contractor side of the Network Interface Point.
- 7.8 Collections -- Unless otherwise agreed in a writing signed by the parties hereto, Contractor will calculate, print, distribute, and collect its own billing from the end-users.

8.0 Parity

- 8.1 All services provided by either party hereto to the other shall be equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that the Provider provides to any of its customers, its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of the JEA network, as well as the quality of the access to such network provided by JEA to Contractor shall be at least equal in quality to that which JEA would provide to any other customers including itself, its Affiliates, or any other information or telecommunications carrier. The quality of the interconnection between the network of JEA and the facilities of Contractor shall be at a level that is equal to that which JEA and Contractor, respectively, would provide itself, a subsidiary, an Affiliate, or any other carrier or provider.

9.0 Directory Listings

- 9.1 Contractor shall be responsible for tendering all subscriber listing information (SLI) to the incumbent local exchange carrier for publication in listings directory(s) that is regularly published for Madison County. Contractor will indemnify and hold JEA harmless from and against any and all losses, liabilities, claims, damages, and expenses (including, without limitation, reasonable counsel fees, disbursements, and administrative or court costs) arising out of the Contractor's failure or inability to provide directory listings for any of its customers.

10.0 Court Ordered Requests for Call Detail Records and Other Subscriber Information

- 10.1 In instances where either Party receives a subpoena or court-ordered request for information involving information possessed only by the other Party, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

11.0 INDEMNIFICATION

- 11.1 By Contractor – Contractor shall indemnify, defend and hold harmless JEA and its affiliates, employees, directors, officers, representatives, subcontractors, interconnection service providers, suppliers and agents (“Indemnified Parties”) from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys’ fees and disbursements (collectively, “Claims”), to the extent any such Claim is asserted by a third party against JEA or any of its Indemnified Parties, directly or indirectly, by reason of or resulting from any Contractor failure to perform an obligation under this Agreement or any action or inaction of Contractor or its employees or agents that is illegal or constitutes negligence or intentional misconduct, or as a result of: (i) claims for libel, slander, infringement of copyright or unauthorized use of trademark, logo, trade name or service mark arising out of use of the Service; (ii) claims for infringement of any valid U.S. patent or copyright arising from combining or connection of facilities to use JEA’s Network; (iii) claims for damage to property and/or personal injuries (including death) arising out of the negligence or willful act or omission of Contractor; and (iv) claims that the Content or the actions of Contractor violate any law or regulation. Indemnification shall be limited to the extent of JEA’s liability under the Tennessee Governmental Tort Liability Act or other source of limited governmental liability.
- 11.2 By JEA – JEA shall indemnify, defend and hold harmless Contractor and its Indemnified Parties from and against all Claims, to the extent any such Claim is asserted by a third party against Contractor or any of its any Indemnified Parties, directly or indirectly, by reason of or resulting from any JEA failure to perform an obligation under this Agreement or any action or inaction of JEA or its employees or agents that is illegal or constitutes negligence or intentional misconduct, or incurred as a result of: (i) claims for infringement of any valid U.S. patent or copyright relating to the equipment or software used by JEA to provide the Services hereunder; and (ii) claims for damages to property and/or personal injuries (including death) arising out of the negligence or willful act or omission of JEA.
- 11.3 Procedures – A Party seeking indemnification for itself or an Indemnified Party shall notify the other Party promptly after becoming aware of the Claim, and shall provide or cause the Indemnified Party to provide reasonable and customary cooperation (e.g. providing copies of documents or testimony of witnesses) in the defense of the Claim. The Party being asked to provide indemnification shall not

be bound to honor any settlement or compromise of a claim affected by an Indemnified Party without the prior written consent of the indemnifying Party.

12.0 DEFAULT, REMEDIES AND SECURITY INTEREST

12.1 Default. A Party shall be in "Default" under this Agreement if:

- a) Such Party fails to make a payment when due and such failure continues for more than fifteen (15) days after written notice, in accordance with the terms of sections 5.1 through 5.6
- b) such Party fails to perform any obligation required under this Agreement and such failure continues for more than thirty (30) days after written notice, provided that if the breach is of such a nature that it cannot be cured within thirty (30) days, then such Party shall not be in Default so long as it commences to cure within such period of time and thereafter diligently and continuously pursues such cure to completion.
- c) Such Party fails generally to pay its debts as such debts become due, or admits in writing its inability to pay its debts as such debts become due, or makes any general assignment for the benefit of creditors.
- d) There is commenced by such Party any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property.
- e) There is commenced any case, proceeding or other action against such Party seeking to have any order for relief entered against such Party as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of such Party or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for such Party or for all or any substantial part of the property of such Party, and
 - i) such Party shall, by any act or omission, indicate its consent to, approval of, or acquiescence in such case, proceeding or action, or
 - ii) such case, proceeding or action results in the entry of an order for relief which is not fully stayed within seven (7) business days after the entry thereof, or
 - iii) such case, proceeding or action remains un-dismissed for a period of thirty (30) days or more or is dismissed or suspended only pursuant to section 305 of the United States Bankruptcy Code or any corresponding provision of any future United States bankruptcy law.

- 12.2 Remedies – Upon the occurrence of a Default, the non-Defaulting Party may seek any and all remedies available at law and/or equity, except to the extent any such remedy is specifically limited or prohibited by this Agreement, and may terminate this Agreement.
- 12.3 Suspension of Service – When payment in full, less any disputed amounts as provided in Section 5.5, is not made by Contractor on or before any due date, JEA, in its sole and absolute discretion, shall have the right, on and after the thirtieth (30th) calendar day after JEA has given Contractor written notice of nonpayment, in addition to exercising any remedies available for such Default, to suspend acceptance of any new customer addition requests. On or after the sixtieth (60th) day after such notice, JEA may direct Contractor to provide all of its customers, within ten days of such directive, with written notice that it is in Default of its agreement with JEA and subject to cessation of Network Transport services by JEA if Default is not cured within the guidelines specified in this Section. Contractor will be required to provide JEA with written certification of its compliance with the above directive.
- 12.4 Prohibited Use – If Contractor uses any Network Service in a manner that is a violation of law or that interferes with the technical functionality of JEA's Network, and if Contractor does not cease such objectionable use immediately after receipt of notice from JEA, JEA shall have the right to suspend its provision of the relevant Service to Contractor until Contractor provides assurances reasonably acceptable to JEA that such use is not or no longer shall be in violation of applicable law or will no longer interfere with the technical functionality of the JEA Network.

13.0 LIMITATION OF LIABILITY

- 13.1 Definition – For purposes of this Article 13, "JEA" shall be defined as JEA, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection service providers and suppliers
- 13.2 Exclusive Remedies – JEA'S ENTIRE LIABILITY, AND CONTRACTOR'S EXCLUSIVE REMEDIES AGAINST JEA, FOR ANY DAMAGES CAUSED BY ANY SERVICE OUTAGE, DEFECT OR FAILURE SHALL BE THE OUTAGE CREDIT AND TERMINATION PROVISIONS SET FORTH ABOVE IN ARTICLE 6.
- 13.3 Limitation of Liability – JEA'S ENTIRE LIABILITY FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR THIS AGREEMENT, IF NOT OTHERWISE LIMITED BY ANOTHER PROVISION OF THIS AGREEMENT, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY THREE-MONTH PERIOD) THE TOTAL NET PAYMENTS MADE BY CONTRACTOR FOR THE APPLICABLE SERVICE DURING THE SIX (6) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED.

- 13.4 No Consequential or Punitive Damages – IN NO EVENT SHALL JEA OR CONTRACTOR BE LIABLE TO THE OTHER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, WHETHER OR NOT JEA OR CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.5 Technical Limitations – NEITHER JEA OR CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO INTEROPERABILITY, INTERACTION OR INTERCONNECTION PROBLEMS WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY THE PARTIES OR THIRD PARTIES; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF THE PARTIES', END USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, EQUIPMENT, NETWORK OR SYSTEMS.
- 13.6 Additional Limitation of Liability – JEA HEREBY ADVISES CONTRACTOR THAT FIBER STRANDS ON JEA'S NETWORK MAY BE IN CLOSE PROXIMITY TO ELECTRICAL CABLES THAT ARE SUBJECT TO FAULT, BURNOUT, OR OTHER MALFUNCTION WHICH CAN RESULT IN DAMAGE, DESTRUCTION, OR DISRUPTION TO SUCH FIBER STRANDS. CONTRACTOR ACKNOWLEDGES AND AGREES THAT JEA NOR ANY HOLDER OF AN UNDERLYING RIGHT ASSUMES NO LIABILITY FOR ANY SUCH DAMAGE, DESTRUCTION, OR DISRUPTION, EXCEPT FOR SERVICE CREDIT AS PROVIDED FOR UNDER OUTAGE CREDITS IN SECTION 6.0
- 13.7 Form of Claim – THE LIMITATIONS OF LIABILITY SET FORTH IN THIS ARTICLE 13 AND IN ANY ATTACHMENT SHALL APPLY: (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT, AND (iii) ONLY TO DISPUTES WHICH ARISE FROM THE PERFORMANCE OF THIS INTERCONNECTION AGREEMENT AND ANY ATTACHMENT THERETO.
- 13.8 No Third Party Beneficiaries – This Agreement does not expressly or implicitly provide any third party (including End-Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.
- 14.0 INSURANCE**
- 14.1 Insurance - Within thirty (30) days after the Effective Date, JEA and Contractor shall each procure, and thereafter shall maintain through the term of this

Agreement, insurance coverage in the type and amount set forth below. Such coverage shall be obtained on an occurrence basis from carriers having a AM Best Rating Service rating of A- / X or better and licensed to do business in the State where the Services are to be delivered. Each Party shall deliver to the other standard form insurance certificates evidencing the foregoing coverage and stating that such coverage shall not be cancelled, non-renewed or materially and adversely modified without at least thirty (30) days written notice to the certificate holder.

14.2 Each Party shall maintain the following coverages: Commercial general liability insurance, covering claims for bodily injury, death and property damage, including comprehensive form, premises and operations, independent contractors, products and completed operations, personal injury, contractual, and broad form property damage liability coverage, with limits of \$1,000,000 per occurrence and \$2,000,000 aggregated for each annual period,

a) Comprehensive automobile liability insurance, covering owned, non-owned, hired and other vehicles, with combined single limits \$1,000,000, and

b) Umbrella, or excess liability, coverage in the amount of \$5,000,000.

c) Worker's compensation insurance shall also be maintained but the other Party shall not be named as an additional insured.

14.3 Self-Insurance -- JEA or Contractor may insure against all or any portion of the foregoing risks through its corporate self-insurance program.

15.0 Intellectual Property Rights and Indemnification

15.1 No License - No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Unless otherwise agreed in writing by the Parties, the Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise, or market that it offers the same service as the Other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.

15.2 Ownership of Intellectual Property - Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as

provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing in association with the use of any facilities or equipment (including software) shall remain on the documentation, material, product, service, equipment or software. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

16.0 Intellectual Property Remedies

- 16.1 Indemnification - The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with the Section preceding.
- 16.2 Claim of Infringement - In the event that use of any facilities or equipment (including software), becomes, or in the reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense and sole option, but subject to the limitations of liability set forth below:
- a) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
 - b) obtain a license sufficient to allow such use to continue.
- 16.3 In the event these remedies are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 16.4 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee, (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone, (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 16.5 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual

property infringement arising out of the conduct of business under this Agreement.

- 16.6 Dispute Resolution. Any claim arising under this Section shall be excluded from the dispute resolution procedures set forth in this Interconnection Agreement and shall be brought in a court of competent jurisdiction.

17.0 Proprietary and Confidential Information

- 17.1 Proprietary and Confidential Information. It may be necessary for JEA and Contractor, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information is deemed confidential and shall not be disclosed except as required by law.
- 17.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any copies of the Information inspected by it.
- 17.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which: (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient. Contractor acknowledges that JEA is a public utility authority created by 2001 Tennessee Private Acts Chapter 55, and as such is subject to the Tennessee Open Records Act, under which JEA may be required under law to disclose information provided to JEA by the Contractor.
- 17.4 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.
- 17.5 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.
- 17.6 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section shall survive and continue in effect after the expiration or termination

date of this Agreement with regard to all Information exchanged prior to and during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law

- 17.7 JEA shall comply with end user confidentiality laws, including but not limited to HIPPA legislation and TCA 10-7-504, including but not limited to subsections (a) 20 and 21.

18.0 Resolution of Disputes

- 18.1 If any dispute arises as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, the aggrieved Party, to the extent seeking resolution of such dispute, must seek such resolution by mediation or otherwise before the Tennessee Regulatory Authority (TRA) or the FCC, as appropriate. Each Party reserves any rights it may have to seek judicial review of any administrative ruling made concerning this Agreement. During any mediation or other dispute resolution proceeding each Party shall continue to perform its obligations under this Agreement; provided, however that neither party shall be required to act in an unlawful fashion. In the event that neither the TRA or FCC has jurisdiction over a dispute, parties agree to employ private mediation prior to seeking any judicial relief.

- 18.2 The foregoing notwithstanding, except to the extent the Authority or Commission is authorized to grant temporary equitable relief with respect to a dispute arising as to the enforcement of terms and conditions of this Agreement, and/or as to the interpretation of any provision of this Agreement, this Section shall not prevent either Party from seeking any temporary equitable relief, including a temporary restraining order.

19.0 Taxes

- 19.1 Definition. For purposes of this Section, the terms "taxes", "fees", and "surcharges" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated, such as amounts charged to recoup taxes imposed upon the Contractor for providing services (and including in-lieu of tax payments, tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

- 19.2 Unless otherwise agreed in a writing signed by the Parties, any taxes and fees collected by the Contractor from the end user shall be held in trust by Contractor for remittance to the appropriate authority or entity. State and federal USF, excise tax, and Federal Access Charge collections shall be reported under the Contractor Tax Identification Number.

19.3 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

20.0 Force Majeure

20.1 If the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, terrorism, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Contractor or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

21.0 Adoption of Agreements

21.1 JEA shall make available to Contractor any interconnection, service, or network element provided under any other agreement JEA has with any local exchange carrier or information service provider. The Parties may adopt all rates, terms and conditions concerning such other interconnection, service or network element agreements and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element agreement.

22.0 Modification of Agreement

22.1 No modification, amendment, supplement to, or waiver of this Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

22.2 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Contractor or JEA to perform any material terms of this Agreement, Contractor or JEA may, on thirty (30) days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement.

23.0 Severability

23.1 If any provision of this Agreement, or the application of such provision to either party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be affected thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

24.0 Waivers

24.1 A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the performance of any and all of the provisions of this Agreement.

25.0 Governing Law

25.1 Where applicable, this Agreement shall be governed by and construed in accordance with federal and Tennessee substantive telecommunications law, including rules and regulations of the FCC and the TRA.

26.0 Assignments

26.1 Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. Consent to assignment shall not be unreasonably withheld. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Contractor, the assignee must provide evidence of TRA CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party.

27.0 Relationship of Parties/Independent Contractor

27.1 Each party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation, and discharge of its employees assisting in the performance of such obligations. Nothing contained herein shall constitute the Parties as joint venturers, partners, employees, or agents of one another, and neither Party shall have the right to bind or obligate the other. Except any for provisions herein expressly authorizing a party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other party.

28.0 Notices

- 28.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

Jackson Energy Authority

Mr. Kim K. Kersey
Senior Vice President - Telecommunications
Jackson Energy Authority
119 East College Street
Jackson, TN 38301

Contractor

Mr. Jonathan Harlan
CEO
Aeneas Communications, LLC
P. O. Box 277
Jackson, TN 38302

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

- 28.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

29.0 Rule of Construction

- 29.1 No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement

30.0 Headings of No Force or Effect

- 30.1 The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

31.0 Multiple Counterparts

- 31.1 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

32.0 Filing of Agreement

- 32.1 Upon execution of this Agreement it shall be filed with the Tennessee Regulatory Authority and the Parties shall share equally any filing fees therefore.

33.0 Necessary Approvals

33.1 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

33.2 Each Party shall file and maintain any necessary tariffs with appropriate authorities. Both Parties agree to comply with all state and federal statutes and regulations and administrative orders applicable to it, including but not limited to those addressing minimum performance standards, slamming and cramming, confidentiality, free choice with respect to customer premises equipment, toll dialing parity plans, telephone numbering plans, end user customer deposits, and the like.

33.3 Both Parties warrant that the person executing this Agreement on its behalf below is lawfully authorized to do so. The Board of the Jackson Energy Authority has given the representative executing this Agreement authority to do so by virtue of action taken at its meeting on the 26th day of February, 2004 and as reflected in the minutes of said meeting.

34.0 Good Faith Performance

34.1 Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

35.0 Nonexclusive Dealings

35.1 Unless specifically provided in a writing signed by the Parties, this Agreement does not prevent either Party from providing or purchasing services to or from any other person nor does it obligate either Party to provide or purchase any services other than as agreed herein.

36.0 Survival

36.1 The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

37.0 Entire Agreement

37.1 "This Agreement" means the General Terms and Conditions, the Attachments and all documents identified therein, as such may be amended from time to time as provided herein and those (if any) which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them concerning the terms of this Agreement. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and each Party

acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as universally accepted in the telecommunications industry or is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

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

K.K. Jackson Energy Authority

John W. Williams
Signature

John W. Williams
Name

President
Title

March 12, 2004
Date

Contractor

Jonathan V. Harlan
Signature

Jonathan V. Harlan
Name

CEO
Title

03/15/04
Date

Attachment 1

Monthly Charges for Network Transport on Jackson Energy Authority Network

Telephony Services:

- Residential Service - \$7.50/line for retail charges up to \$15.95/month, excluding all taxes, fees, and surcharges as specified in Section 19.1.
- \$7.50/line plus 25% of retail charge over \$15.95/month, excluding all taxes, fees, and surcharges as specified in Section 19.1.
- Commercial Service - \$13.50/analog line for retail charges up to \$24.95/month, excluding all taxes, fees, and surcharges as specified in Section 19.
- \$13.50/analog line plus 25% of retail charge over \$24.95/month, excluding all taxes, fees, and surcharges as specified in Section 19.
- \$150.00 + 50% of retail [charge] rate for T1/D1 service over \$750/month, excluding all taxes, fees, and surcharges as specified in Section 19.

Data/Internet Services

- Residential Service - \$10.00 access charge for 256K symmetrical bandwidth, excluding taxes and other required charges.
- \$1.50 Network Transport charge for each incremental 256K of downstream bandwidth in addition to the initial 256K downstream bandwidth, excluding taxes and other required charges.
- \$1.00 Network Transport charge for each incremental 256K of upstream bandwidth in addition to the initial 256K upstream bandwidth, excluding taxes and other required charges.
- Commercial Services:
- Limited Service - \$25.00/month for Limited Service defined as 1.54 Mbps download and 512 Kbps upload and limited features.

Standard Service - \$60.00/month for each 512 Kbps increment of symmetrical bandwidth.

Installation and One-Time Charges

Residential Telephone - \$8.00 per connection of existing telephone wiring to Gateway during same trip as cable television and/or Internet installation.

\$12.50 per outlet for each new telephone outlet installed during same trip as cable television and/or Internet installation.

\$20.00 per telephone customer for up to 3 new telephone outlets installed during a separate trip. Additional new telephone outlets after the first three outlets will be installed for \$10.00 each.

Commercial Telephone - Actual installation cost, as approved in advance by Contractor, excluding any customer equipment such as PBX, local switches, or internal wiring beyond the commercial gateway.

Residential Internet - \$8.00 per Internet connection from Gateway to customer PC or hub during the same trip as cable television and/or telephone installation, inclusive of all existing Category5 or coaxial cable wiring and with customer software self-installation and network interface card present.

\$12.50 per Internet installation of new Category5 or coaxial cable wiring from Gateway to customer PC, during the same trip as cable television and/or telephone installation, with customer software self-installation and network interface card present.

\$20.00 per Internet installation of first new or existing Category5 or coaxial cable outlet and \$10 00 for each additional outlet during a separate trip, with customer software self-installation and network card present.

\$24 00 per installation of customer-supplied network interface card into customer PC

\$25.00 per customer-supplied Internet hub installed with new or existing Category5 or coaxial wiring.

Commercial Internet - Actual installation cost, as approved in advance by Contractor, excluding any customer equipment such as routers, firewalls, etc. beyond the commercial gateway.

Adjustments to Monthly Rates and One-time Charges

JEA reserves the right to periodically review and adjust all monthly rates for Network Transport and all One-time Installation and Service Repair charges. Such adjustments shall not exceed 10% of the then current rate and shall not occur more frequently than 24 months after the prior adjustment, with the first adjustment occurring no sooner than 24 months after the effective date of this Interconnection Agreement. Any adjustment to the monthly rates and charges described above shall be preceded by a one hundred twenty (120) day written notice to the Contractor.