

**TRAFFIC TERMINATION AGREEMENT**

**BY AND BETWEEN**

**UNITED TELEPHONE COMPANY**

**AND**

**CINERGY COMMUNICATIONS COMPANY**

**AUGUST 1, 2006**

**TRA Docket No. 06-00311**

## **TRAFFIC TERMINATION AGREEMENT**

This Traffic Termination Agreement ("Agreement") dated August 1, 2006 ("Effective Date"), is entered into by and between United Telephone Company ("United"), a Tennessee corporation, having its principal place of business at 120 Taylor St., Chapel Hill, Tennessee 37034, and Cinergy Communications Company ("CCC"), a Kentucky corporation, having its principal place of business at 8829 Bond Street, Overland Park, KS 66214, to establish terms and conditions for local interconnection and reciprocal compensation in the state of Tennessee. United and CCC may also be referred to herein singularly as "Party" or collectively as the "Parties".

**WHEREAS**, the mutual exchange and termination of traffic originating on each Party's network is necessary and desirable; and

**WHEREAS**, the Parties desire to exchange such traffic in a technically and economically efficient manner for the transmission and termination of calls, so that customers of each Party can seamlessly receive calls that originate on the other Party's network and place calls that termination on the other's network; and

**WHEREAS**, the Parties wish to enter into an agreement to establish reciprocal compensation for the exchange of traffic between their respective telecommunications networks on terms that are fair and equitable to both Parties; and

**WHEREAS**, the Parties intend the terms and conditions of this Agreement, and their performance and obligations thereunder, comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Tennessee Regulatory Authority (the "Commission").

**NOW, THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, United and CCC hereby covenant and agree as follows:

### **1. DEFINED TERMS**

1.1. Capitalized terms defined in this Agreement shall have the meaning as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.

1.2. "Act" means the Communications Act of 1934, as amended.

- 1.3. "Affiliate" is as defined in the Act.
- 1.4. "Commission" means the Tennessee Regulatory Authority.
- 1.5. "Customer," "End User" or "End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties.
- 1.6. "Extended Area Service" or "EAS" is a service arrangement whereby End Users that obtain local exchange service in a specific Local Service Exchange Area are provided the ability to place interexchange calls to End Users that obtain local exchange service in another mutually exclusive specific Local Service Exchange Area on the basis of terms, conditions and charges that are distinct from the terms applicable to message toll service and exchange service. EAS is separate and distinct from exchange service that permits end users that obtain local exchange service in a specific Local Service Exchange Area to place calls to end users that obtain local exchange service in the same Local Service Exchange Area. EAS is separate and distinct from toll services that permit end users to place interexchange calls according to interexchange toll rates based on usage and/or distance-based charges. EAS calling is established to meet the public interest demand of end users that reside and obtain local exchange service in specific communities to place calls to end users that reside and obtain local exchange service in other specific communities without incurring specific telephone message toll charges. For purposes of this Agreement, EAS includes traffic between the specific Local Service Exchange Areas as set forth in Exhibit 1 to this Agreement.
- 1.7. "EAS Traffic" means two way traffic that falls within the definition of "EAS" that is exchanged between the Parties.
- 1.8. "FCC" means the Federal Communications Commission.
- 1.9. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third party Telecommunications Carrier provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.10. "ISP-Bound Traffic," for the purposes of this Agreement, is traffic that is transmitted to or returned from an Internet Service Provider (ISP) at any point during the duration of the transmission between the Parties.
- 1.11. "Local Exchange Carrier" or "LEC" is any common carrier authorized to provide local exchange and exchange access services.

- 1.12. “Local Traffic” for the purposes of this Agreement the Parties shall agree that “Local Traffic” means traffic (excluding CMRS traffic) that is originated and terminated within United’s local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing United tariffs. For purposes of this Agreement, Local Traffic includes ISP-Bound Traffic.
- 1.13. “Physical Point of Interconnection” (“Physical POI”) is the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between CCC and United for the local interconnection of their networks.
- 1.14. “Rate Center” means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to CCC or United for its provision of Basic Exchange Telecommunications Services. The “rate center point” is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The “rate center area” is the exclusive geographic area identified as the area within which CCC or United will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.
- 1.15. “Tariff” means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.16. “Telecommunications” is as defined in the Act.
- 1.17. “Telecommunications Carrier” is as defined in the Act.
- 1.18. “Telecommunications Service” is as defined in the Act.

## **2. SCOPE**

- 2.1. This Agreement sets forth the rights and obligations of each Party to enable the exchange of Local traffic between the networks of both Parties and the establishment of a reciprocal compensation arrangement pursuant to the Act.

### **3. TERM**

- 3.1. This Agreement shall take effect as of the Effective Date stated above, and will have an initial term of two years, unless earlier terminated as provided for in this Agreement, and shall continue in force and effect thereafter, on month-to-month basis, until replaced by another agreement or terminated by either Party upon ninety (90) days written notice to the other Party.
- 3.2. Either Party shall have the right to terminate this Agreement at any time upon written notice to the other Party in the event a Party is in material breach of the provisions of this Agreement and that breach continues for a period of sixty (60) days after the non-breaching Party notifies the breaching Party of such breach, including a reasonably detailed statement of the nature of the breach.
- 3.3. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated here to survive termination.

### **4. INTERCONNECTION OF TRAFFIC**

- 4.1 The Parties agree to establish direct connection at a POI on the network of United when direct interconnection is requested by CCC for the exchange of Local Traffic. Alternatively, CCC may choose to connect indirectly to United's network, and route Local and EAS Traffic via the facilities of a third party that performs a transit function on behalf of CCC. If CCC elects to utilize the facilities of BellSouth or any third party carrier for transit services, the Parties acknowledge that the originating Party is responsible for any applicable transiting charges from the third party carrier.
- 4.2 The Parties agree to exchange Local and EAS Traffic over dedicated transport facilities between their networks upon request by CCC or when the Local Traffic exchanged between the Parties exceeds 240,000 minutes per month for two consecutive months. Direct connection of dedicated facilities between the Parties shall be subject to the following conditions. CCC shall obtain dedicated transport facilities to a POI on the network of United. Each Party shall be responsible for the cost of dedicated facilities on its side of the POI.

### **5. LOCAL TRAFFIC AND ISP-BOUND TRAFFIC**

- 5.1 The specific compensation terms and conditions set forth in this Section of the Agreement for Local Traffic, as defined in Section 1 ("Defined Terms"), and on the application of all other terms and conditions set forth in this Agreement. The specific compensation terms and conditions set forth in this Section are not

applicable to any other kind of traffic or for traffic that originates or terminates in areas outside the scope of Local Traffic as defined in this Agreement.

- 5.2 The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's transport and termination of local traffic within the scope of this Agreement. The specific compensation terms and conditions set forth in this Agreement are related to, dependent on, and limited to the provision of local exchange service to end users located in the specific geographic areas set forth in Exhibit 1, the exchange of Local and EAS traffic between the Parties with respect to these geographic areas, and all other terms and conditions set forth in this Agreement. The parties have each individually considered the scope of this traffic and concluded that the exchange of the traffic covered by this Agreement will be balanced. Consistent with the termination and modification provisions of this Agreement, each party reserves the right to negotiate a transport and termination rate in the event that the party subsequently determines that the exchange of traffic is not in balance.

5.3 Traffic Not Subject to Terms and Conditions for Local Traffic

- 5.3.1 The terms and conditions set forth in this Agreement for Local Traffic do not apply to the following: (1) interstate or intrastate Exchange Access or exchange services for Exchange Access; (2) intraLATA Toll Traffic or interLATA Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis; (3) Switched Exchange Access Service traffic; or (4) Optional Extended Local Calling Area Traffic. The terms and conditions set forth in this Agreement for Local Traffic do not apply to traffic either originated from or terminated to a Party's Customer where the Customer location is physically located outside of the geographic area that has been identified as the Rate Center Area associated with a particular NPA-NXX, except in the case of Foreign Exchange ("FX") service provided in accordance with approved tariffs.

5.4 Treatment of Local ISP-Bound Traffic.

- 5.4.1 The Parties agree to transport and switch ISP-Bound Traffic in the manner described below in this section subject to amendment upon written agreement of the Parties.
- 5.4.2 The Parties acknowledge that under current network and service arrangements, some ISP-Bound Traffic may be switched and transported as if ISP-Bound Traffic is Local Traffic. The

switching and transport of ISP-Bound Traffic over the Interconnection Trunk facilities by either Party, however, will not be deemed or construed by either Party as either agreement or acknowledgment by the Parties that this arrangement is proper or required. Notwithstanding any other provision of this Agreement, the Parties agree that the mutual provisions and relative obligations of the Parties, including but not limited to, the mutual exchange of ISP-Bound Traffic, pursuant to this Agreement are balanced and represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged and as a result of the Agreement set forth above, neither Party will owe a net due amount to the other Party for terminating ISP-Bound Traffic including, but not limited to, compensation for switching, transport or termination of ISP Bound Traffic. Consistent with the termination and modification provisions of this Agreement, each Party reserves the right to negotiate a transport and termination rate pursuant to the FCC's ISP Remand Order in the event that the Party subsequently determines that the exchange of traffic is out of balance.

5.4.3 A call placed on a non-local basis (e.g., a toll call or 8yy call) to an ISP shall not be treated as ISP Bound Traffic for compensation purposes. The Parties agree that, to the extent such "non-Local" ISP calls are placed, that the rates, terms and conditions for IntraLATA and/or InterLATA calling shall apply, including but not limited to rating and routing according to the Party's applicable tariffs and the application of intrastate and/or interstate Switched Exchange Access Service tariffs, as appropriate.

5.4.4 VOIP Traffic shall be subject to the same compensation terms and conditions as applies for circuit switched calls. Consequently, VOIP Traffic that both originates and terminates within a local calling area as defined for Local Traffic pursuant to this Agreement will also be treated as Local Traffic pursuant to this Agreement. All other VOIP Traffic will be treated as either intrastate or interstate interexchange traffic subject to the same terms and conditions as any other circuit-switched interexchange traffic, including the application of originating and terminating Switched Exchange Access Service charges.

## **6. AUDITS**

6.1 Except as may be otherwise specifically provided in this Agreement, either Party ("Auditing Party") may audit the other Party's ("Audited Party") records for the purpose of evaluating the accuracy of the Audited Party's bills and compliance with the terms and conditions of this Agreement. Such audits may

be performed once in each Calendar Year; provided, however, that audits may be conducted more frequently (but no more frequently than once in each Calendar Quarter) if an immediately preceding audit found previously uncorrected net inaccuracies in billing in favor of the Auditing Party having an aggregate value of at least \$50,000 for any consecutive 12-month period.

- 6.2 Prior to commencing the audit, the auditors shall execute an agreement with the Audited Party in a form reasonably acceptable to the Audited Party that protects the confidentiality of the information disclosed by the Audited Party to the auditors. The audit shall take place at a time and place agreed upon by the Parties; provided, that the Auditing Party may require that the audit commence no later than sixty (60) days after the Auditing Party has given notice of the audit to the Audited Party.
- 6.3 Each Party shall cooperate fully in any such audit, providing reasonable access to any and all records reasonably necessary to assess the accuracy of the Audited Party's bills.
- 6.4 Audits shall be performed at the Auditing Party's expense, provided that there shall be no charge for reasonable access to the Audited Party's records in the format in which such records are stored by the Audited Party necessary to assess the accuracy of the Audited Party's bills, unless the auditors discover previously uncorrected net inaccuracies in billing in favor of the Auditing Party having a net error variance of 25%, in which case the Audited Party shall reimburse the Auditing Party for the cost of the audit and any out-of-pocket expenses associated with the audit.

## **7. BILLING**

- 7.1. Each Party shall bill the other Party on a monthly basis for any compensation payable pursuant to this Agreement. Any compensation payable pursuant to this Agreement shall be payable with thirty (30) days of the bill date. Delays in billing shall not relieve the billed Party from responsibility for payment if the bill is rendered within twenty-four (24) months of the month in which the service being billed is rendered. Billing disputes will be handled in accordance with the procedures set forth in this Section 7 and Section 16.
- 7.2. The Parties will assess late payment charges to each other equal to the lesser of 1.5 percent or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.
- 7.3. No claims, under this Agreement or its Attachments, shall be brought for disputed amounts more than twenty-four (24) months from the date of occurrence which gives rise to the dispute. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall



within sixty (60) days of its receipt of the invoices containing such disputed amount give notice to the Billing Party of the amounts it disputes (“Disputed Amounts”) and include in such notice the specific details and reasons for the dispute. The Non-Paying Party shall pay when due (i) all undisputed amounts to the Billing Party and (ii) the Disputed Amount into an interest bearing escrow account with, or obtained from (in the case of a bond or letter of credit), an entity agreeable to both Parties. The Disputed Amount and all interest earned shall thereafter be paid upon the final determination of such dispute to either the Non-Paying Party if the dispute is upheld or the Billing Party if the dispute is not upheld.

## **8. REGULATORY APPROVALS**

8.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) Days after obtaining the last required Agreement signature. The Parties shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

8.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date (“Applicable Law”). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, “Amended Rules”), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) days of the date of the notice to reflect the terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

8.3. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either Party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the Parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules.

## **9. AMENDMENTS**

- 9.1. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

## **10. ASSIGNMENT**

- 10.1. Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.
- 10.2. Either Party may enter into subcontracts with third-parties or affiliates as defined in the Act for the performance of any of its duties or obligations under this Agreement.

## **11. FORCE MAJEURE**

- 11.1. In 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, fiber cuts, acts of public enemy, embargo, acts of the government in its sovereign capacity, 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 nonperformance and both Parties shall proceed whenever such causes are removed or cease.

## **12. GOVERNING LAW**

- 12.1. This Agreement shall be governed by and construed in accordance with the Act and the Commission's and FCC's Rules and Regulations as amended, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of Kansas, without regard to its conflict of laws principles, shall govern with respect to any issue raised by United against CCC and in

accordance with the domestic laws of the State of Tennessee, without regard to its conflict of laws principles with respect to any issue raised by CCC against United.

### **13. LIMITATION OF LIABILITY**

13.1. Except for the willful or intentional misconduct or gross negligence of one or both Parties, the Parties agree to limit liability in accordance with this Section. The liability of either Party to the other Party for damages arising out of (i) failure to comply with a direction to install, restore or terminate facilities, or (ii) failures, mistakes, omissions, interruptions, delays, errors, or defects occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors, or defects. Because of the mutual nature of the exchange of traffic arrangement between the Parties pursuant to this Agreement, the Parties acknowledge that the amount of liability incurred under this Section may be zero. Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for any indirect, incidental, special or consequential damages including but not limited to damages for lost profits or revenues, regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided that the foregoing shall not limit a Party's liability with respect to its indemnification obligations under Section 6 of this Agreement.

13.2. Except in the instance of harm resulting from an intentional or grossly negligent action or willful misconduct, the Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to Customers that may be contained in either Party's applicable tariff(s).

### **14. INDEMNIFICATION**

14.1 For the Services provided under this Agreement, each Party ("Indemnifying Party") shall indemnify, defend and hold harmless the other Party, its Affiliates and their respective directors, officers and employees ("Indemnified Party"), the Indemnified Party's Affiliates, and the directors, officers and employees of the Indemnified Party and the Indemnified Party's Affiliates, from and against any and all Claims that arise out of bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property, to the extent such injury, death, damage, destruction or loss, was caused by the gross negligence or intentionally wrongful acts or omissions of the

Indemnifying Party, its Affiliates, or their respective directors, officers, employees, Agents or contractors (excluding the Indemnified Party).

14.2 An Indemnifying Party's obligations under this Section shall be conditioned upon the following:

14.2.1 The Indemnified Party: (a) shall give the Indemnifying Party notice of the Claim promptly after becoming aware thereof (including a statement of facts known to the Indemnified Party related to the Claim and an estimate of the amount thereof); (b) prior to taking any material action with respect to the Claim, shall consult with the Indemnifying Party as to the procedure to be followed in defending, settling, or compromising the Claim; (c) shall not consent to any settlement or compromise of a Claim without the written consent of the Indemnifying Party; (d) shall permit the Indemnifying Party to assume the defense of the Claim (including, except as provided below, the compromise or settlement thereof) at the Indemnifying Party's own cost and expense.

14.2.2 If the Indemnified Party fails to comply with the requirements of this Section with respect to a Claim, to the extent such failure shall have a material adverse effect upon the Indemnifying Party, the Indemnifying Party shall be relieved of its obligation to indemnify, defend and hold harmless the Indemnified Person with respect to such Claim under this Agreement.

14.2.3. The Indemnifying Party shall have the authority to defend and settle any Claim subject to the conditions set forth below.

14.2.3.1 With respect to any Claim, the Indemnified Party shall be entitled to participate with the Indemnifying Party in the defense of the Claim if the Claim requests equitable relief or other relief that could affect the rights of the Indemnified Party. In so participating, the Indemnified Person shall be entitled to employ separate counsel for such purposes at its own expense. The Indemnified Party shall also be entitled to participate, at its own expense, in the defense of any Claim, as to any portion of the Claim as to which it is not entitled to be indemnified, defended and held harmless by the Indemnifying Party. The Indemnifying Party shall have no obligation to indemnify, defend or hold harmless the Indemnified Party as to any portion of such Claim.

- 14.2.3.2 In no event shall the Indemnifying Party settle a Claim or consent to any judgment with regard to a Claim without the prior written consent of the Indemnified Party, which shall not be unreasonably withheld, conditioned or delayed. In the event the settlement or judgment requires a contribution from or affects the rights of an Indemnified Party, the Indemnified Party shall have the right to refuse such settlement or judgment with respect to itself and, at its own cost and expense, take over the defense against the Claim, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify, defend or hold harmless the Indemnified Party against, the Claim for any amount in excess of such refused settlement or judgment.
- 14.2.3.3 The Indemnified Party shall, in all cases, assert any and all defenses, including, but not limited to, affirmative defenses, defenses set forth in applicable Tariffs and Customer contracts, that limit liability to third persons as a bar to, or limitation on, any Claim or damages by a third-person claimant.
- 14.2.3.4 The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Claim.
- 14.3 Except as otherwise provided above, each Party agrees that it will not bring any action against the other Party, the other Party's Affiliates, or any of the directors, officers or employees of the other Party or the other Party's Affiliates, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party or the other Party's Affiliate and that arises out of performance of this Agreement, consistent with Applicable Law.
- 14.4 Each Party's obligations under this Section shall survive expiration, cancellation or termination of this Agreement.
15. **DISCLAIMER**
- 15.1. **EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY**

**ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.**

**16. CONFIDENTIAL INFORMATION**

- 16.1 As used in this Section 16 “Confidential Information” means the following information that is disclosed by one Party (“Disclosing Party”) to the other Party (“Receiving Party”) in connection with, or anticipation of, this Agreement:
- 16.1.1 Books, records, documents and other information disclosed in an audit pursuant to Section 6 (“Audits”);
  - 16.1.2 Any forecasting information provided pursuant to this Agreement;
  - 16.1.3 Customer Information (except to the extent that (a) the Customer information is published in a directory, (b) the Customer information is disclosed through or in the course of furnishing a Telecommunications Service, such as a Directory Assistance Service, Operator Service, Caller ID or similar service, or LIDB service, or, (c) the Customer to whom the Customer Information is related has authorized the Receiving Party to use and/or disclose the Customer Information);
  - 16.1.4 Information related to specific facilities or equipment (including, but not limited to, cable and pair information);
  - 16.1.5 Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as “Confidential” or “Proprietary;”
  - 16.1.6 Any information that is communicated orally or visually and declared to the Receiving Party at the time of disclosure, and by written notice with a statement of the information given to the Receiving Party within ten (10) days after disclosure, to be “Confidential or “Proprietary”: and
  - 16.1.7 All orders (and related information) for any services placed by the Purchasing Party pursuant to this Agreement, and information that would constitute Customer Proprietary Network Information of its customers pursuant to the Act and the rules and regulations of the Federal Communications Commission (FCC), *and* call records and Recorded Usage Data whether disclosed by either Party to the other Party or otherwise acquired by either Party in the course of

the performance of this Agreement, will be deemed Confidential Information of the originating Party for all purposes under this Agreement. The parties will not exchange Customer Proprietary Network Information unless the disclosure of the information does not require customer approval.

- 16.2 Notwithstanding any other provision of this Agreement, a Party shall have the right to refuse to accept receipt of information which the other Party has identified as Confidential Information, except to the extent that such information is required to fill an order for services provided under this Agreement.
- 16.3 Except as otherwise provided in this Agreement, the Receiving Party shall:
  - 16.3.1 Use the Confidential Information received from the Disclosing Party only in performance of this Agreement, and only for the specific purpose for which the information was provided; and,
  - 16.3.2 Using the same degree of care that it uses with similar confidential information of its own (but in no case a degree of care that is less than commercially reasonable), hold Confidential Information received from the Disclosing Party in confidence and restrict disclosure of the Confidential Information solely to those of the Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, that have a need to receive such Confidential Information in order to perform the Receiving Party's obligations under this Agreement. The Receiving Party's Affiliates and the directors, officers, employees, Agents and contractors of the Receiving Party and the Receiving Party's Affiliates, shall be required by the Receiving Party to comply with the provisions of this Section in the same manner as the Receiving Party. The Receiving Party shall be liable for any failure of the Receiving Party's Affiliates or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates, to comply with the provisions of this Section.
- 16.4 The Receiving Party shall return or destroy all Confidential Information received from the Disclosing Party, including any copies made by the Receiving Party, within thirty (30) days after a written request by the Disclosing Party is delivered to the Receiving Party, except for any Confidential Information that the Receiving Party reasonably requires to perform its obligations under this Agreement.
- 16.5 Unless otherwise agreed, the obligations of this Section do not apply to information that:

- 16.5.1 Was, at the time of receipt, already in the possession of or known to the Receiving Party free of any obligation of confidentiality and restriction on use;
  - 16.5.2 Is or becomes publicly available or known through no wrongful act of the Receiving Party, the Receiving Party's Affiliates, or the directors, officers, employees, Agents or contractors of the Receiving Party or the Receiving Party's Affiliates;
  - 16.5.3 Is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information;
  - 16.5.4 Is independently developed by the Receiving Party;
  - 16.5.5 Is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement);  
or
  - 16.5.6 Is required to be disclosed by the Receiving Party pursuant to Applicable Law, provided that the Receiving Party shall make commercially reasonable efforts to give adequate notice of the requirement to the Disclosing Party in order to enable the Disclosing Party to seek protective arrangements.
- 16.6 Notwithstanding the provisions of this Section of the Agreement, the Receiving Party may use and disclose Confidential Information received from the Disclosing Party to the extent necessary to enforce the Receiving Party's rights under this Agreement or Applicable Law. In making any such disclosure, the Receiving Party shall make reasonable efforts to preserve the confidentiality and restrict the use of the Confidential Information while it is in the possession of any person to whom it is disclosed, including, but not limited to, by requesting any governmental entity to whom the Confidential Information is disclosed to treat it as confidential and restrict its use to purposes related to the proceeding pending before it.
- 16.7 The Disclosing Party shall retain all of the Disclosing Party's right, title and interest in any Confidential Information disclosed by the Disclosing Party to the Receiving Party. Except as otherwise expressly provided in this Agreement, no license is granted by this Agreement with respect to any Confidential Information (including, but not limited to, under any patent, trademark or copyright), nor is any such license to be implied solely by virtue of the disclosure of Confidential Information.
- 16.8 The provisions of this Section shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. §



222, and are not intended to constitute a waiver by a Party of any right with regard to the use or protection of the confidentiality of CPNI provided by Applicable Law.

- 16.9 Each Party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement.

## **17. DISPUTE RESOLUTION**

- 17.1 If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within the shorter period of thirty (30) Days of its knowledge of the event, or alternatively within one year of the occurrence of the event giving rise to the dispute, give written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

- 17.2 If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) Days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 Days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

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

## **18. NOTICES**

- 18.1. Except as otherwise proved herein, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail or a recognized overnight delivery service, certified mail, postage prepaid, return receipt requested and shall be effective when received and properly addressed as follows:

<b>If to CCC:</b>	<b>If to United:</b>
Network Engineering Cinergy Communications Company 3701 Communications Way Evansville, IN 47715	Mr. Terry Wales, CEO United Telephone Company 120 Taylor St. Chapel Hill, Tennessee 37034
<b>With a copy to:</b>	<b>With a copy to:</b>
Regulatory Cinergy Communications Company 8829 Bond Street Overland Park, KS 66214	

- 18.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this section.

## **19. COOPERATION ON FRAUD**

- 19.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. The Parties will exchange appropriate information (*e.g.*, network information, maintenance contact numbers, escalation procedures, and information required to comply with requirements of law enforcement and national security agencies) to achieve this desired reliability. In addition, the Parties will work cooperatively in a commercially reasonable manner to apply sound network management principles to alleviate and/or prevent traffic congestion, and to investigate, minimize and take corrective action in cases of fraud by third parties.

## **20. SEVERABILITY**

- 20.1. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

## Exhibit 1 (Page 1 of 2)

### Local Service Exchange Areas Between Which EAS Traffic Will Be Exchanged between United and CCC

This Exhibit specifies the Extended Area Service Local Service Exchange Areas for which EAS Traffic is switched and transported pursuant to the Traffic Termination Agreement between United and CCC. EAS traffic for the areas listed below will be exchanged indirectly pursuant to Section 4.0.

Each Extended Area Service Local Service Exchange Area is based on the Commission approved geographic area as defined by exchange maps on file with the Tennessee Regulatory Authority and for which the Parties have obtained Certificates of Public Convenience and Necessity. The end users served in each Local Service Exchange Area by the respective Parties are assigned one or more NPA-NXX numbers associated with a single, specific Local Service Exchange Area. Each Local Service Exchange Area is associated with a distinct rate center and vertical and horizontal coordinates unique to the geographic area. Consistent with the network architecture pursuant to which intracounty calling is provided in Tennessee, each party will participate in the TAR database. Each party's obligation to treat the termination of a call as intracounty non-toll is predicated upon the input of the originating customer's number and terminating customer's number into the TAR database in order to identify the call as qualifying for treatment as toll-free.

1. United Local Service Exchange Areas Covered by this Agreement:

<u>Local Service Exchange Area</u>	<u>NPA-NXX(s)</u>
College Grove	615-368
Fosterville	615-233, <del>615-234</del>
Nolensville	615-776, 941

2. CCC Local Service Exchange Areas Covered by this Agreement:

<u>Local Service Exchange Area</u>	<u>NPA-NXX(s)</u>
Nashville	615-557-1

3. EAS Traffic Covered by this Agreement includes:

- i. College Grove - Nashville EAS traffic includes calls that originate in College Grove and terminate in ~~Nashville~~ *Nashville*
- ii. Fosterville - Nashville EAS traffic includes calls that originate in Fosterville and terminate in Nashville.
- iii. Nolensville - Nashville EAS traffic includes calls that originate in Nolensville and terminate in Nashville.

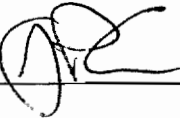
Exhibit 1 (Page 2 of 2)

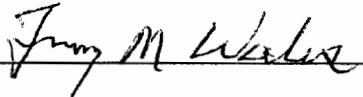
- iv. Nashville – College Grove EAS traffic includes calls that originate in Nashville and terminate in College Grove.
- v. Nashville – Fosterville EAS traffic includes calls that originate in Nashville and terminate in Fosterville.
- vi. Nashville – Nolensville EAS traffic includes calls that originate in Nashville and terminate in Nolensville.

Approved and executed this 3<sup>rd</sup> day of November, 2006

**Cinergy Communications Company**

**United Telephone Company**

By  as President

By 

Printed John P. Cinelli

Printed TERRY M. WALES

Title President

Title GENERAL MANAGER

Date: 11/3/06

Date: 10-20-06

Approved as to form

Legal  
By RAB Date 11/3/06

# United Telephone Company

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## Disaster Recovery Plan

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# United Telephone Company

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## 1.0 PURPOSE

In the unlikely event of a disaster occurring that affects United Telephone long-term ability to deliver traffic to a competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

## 2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the United Telephone Network Operations Center (NOC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of United Telephone's network; and, in the event that a switch or facility node is lost, the NOC will attempt to circumvent the failure using available reroutes.

United Telephone NOC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NOC will contact United Telephone Restoration Control Center (RCC) and relinquish control of the recovery efforts. Even though the RCC may take charge of the situation, the NOC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the United Telephone Network Operations Center is 931-364-2289.

## 3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, United Telephone equipment only, or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLEC's Network Management Center and the United Telephone NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Restoration Control Center (RCC). Traffic controls will continue to be applied by the NOC until facilities are re-established.

As equipment is made available for service, the RCC will instruct the NOC to begin removing the controls and allow traffic to resume.

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## 3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration (Example: If the AC power system has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

## 3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

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1. **Emergency engine fuel supply.** Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. **Asbestos containing materials** that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. **Lead and acid.** These materials could be present in potentially large quantities depending upon the extent of drainage to the power room.
4. **Mercury and other regulated compounds** resident in telephone equipment.
5. **Other compounds** produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration and well as maintain proper planning and site control.

## **4.0 RESTORATION CONTROL CENTER (RCC)**

The Restoration Control Center will be activated in the event of a disaster. The RCC is chaired by the GM Tennessee. It is the GMs responsibility to declare the activation of the RCC and classification of the outage.

In the event of a major service interruption, the GM Tennessee will notify the RCC staff which will establish a conference bridge to be used for the communication link for the emergency restoral.

The RCC staff will assess the service outage or natural disaster and direct the appropriate staff functional task force groups to provide the necessary personnel and supplies based on review of outage reports, nature of outage and restoral estimate times.

The RCC will continuously monitor the progress and needs of functional work groups which will in turn issue information to the various state and local government agencies as to the status of restoring service.



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The Tennessee RCC includes the following departments and is supported by the functional staff as indicated below:

1. Field Operations
2. Network Operations Center (NOC)
3. Engineering (Outside Plant)
4. Administration Support/ Customer Contact
5. Public and External Affairs

The RCC is supported by the functional staff from the following departments:

1. Human Resources
2. Supply
3. Security
4. Building / Vehicles / Energy
5. Planning
6. External / Public Affairs
7. Engineering - OSP
8. Finance
9. Field Operations Supervisors
10. Sales / Business Services

Annually, the RCC will meet to review the United Telephone Company of Tennessee Emergency Program to ensure its functionality is in accordance with current United Policies and Practices.

Each member of the RCC will have a United Telephone call out manual for the state and their area of responsibility that will contain the following:

1. Names and telephone numbers of their support personnel.
2. Names of contacts for materials.
3. List of emergency equipment locations such as generators.
4. Any specialized information needed for them to perform their mission.

## 5.0 RECOVERY PROCEDURES

The nature and security of any disaster will influence the recovery procedures. One crucial factor in determining how United Telephone will proceed with restoration is whether or not United Telephone equipment is incapacitated. Regardless of whose equipment is out of service, United Telephone will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

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## 5.1 CLEC OUTAGE

For a problem limited to One CLEC (or a building with multiple CLECs), United Telephone has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, United Telephone can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon United Telephone having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact United Telephone resolve to re-establish traffic to the original destination as quickly as possible.

## 5.2 UNITED TELEPHONES OUTAGE

Because United Telephones' equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged United Telephones equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the RCC will be able to initiate immediate actions to correct the problem.

A disaster involving any of United Telephones' equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving United Telephones' equipment. Shortly after a disaster, the NOC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the RCC will assume control of the restoration

### 5.2.1 Loss of a Central Office

When United Telephone loses a Central Office, the RCC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and /or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

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## **5.2.2 Loss of a Central Office with Serving Wire Center Functions**

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section

5.2.1.

## **5.2.3 Loss of a Central Office with Tandem Functions**

When United Telephone loses a Central Office building that serves as an Access Tandem and as a SWC, the RCC will:

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location begin reestablishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers

## **5.2.4 Loss of a Facility Hub**

In the event that United Telephone loses a facility hub, the recovery process is much the same as above. Once the NOC has observed the problem and administered the appropriate controls, the RCC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police, and other emergency agencies; and
- e) Restoring service to CLEC; and other customers. If necessary, United Telephone will aggregate the traffic at another location and build temporary facilities, when available. This alternative would be viable for a location that is destroyed and building repairs are required.

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## **5.3 COMBINED OUTAGE (CLEC AND UNITED TELEPHONES' EQUIPMENT)**

In some instances, a disaster may impact United Telephones' equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since United Telephone and the CLECs will be utilizing temporary equipment, close coordination will be required.

## **6.0 T1 IDENTIFICATION PROCEDURES**

During the restoration of service after a disaster, United Telephone may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, United Telephone may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

## **7.0 ACRONYMS**

<b>CO</b>	<b>Central Office (United Telephone Company)</b>
<b>DS3</b>	<b>Facility that carries 28 T1s (672 Circuits)</b>
<b>CLEC</b>	<b>Competitive Local Exchange Carrier</b>
<b>NOC</b>	<b>Network Operations Center</b>
<b>RCC</b>	<b>Restoration Control Center</b>
<b>SWC</b>	<b>Serving Wire Center (United Telephone switch)</b>
<b>T 1</b>	<b>Facility that carries 24 circuits</b>

## **8.0 HURRICANE INFORMATION**

During a hurricane, United Telephone will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout United Telephone. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages, and dispatch conditions, etc.

## **9.0 UNITED TELEPHONE DISASTER MANAGEMENT PLAN**

United Telephone maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.