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VIA HAND DELIVERY

Sharla Dillon, Docket Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

07-00015

Re: *(Interconnection) Agreement by and between West Tennessee Telephone Company And Big River Telephone Company, LLC;* 07-00015
Mutual Traffic Exchange Agreement by and between West Tennessee Telephone Company and Aeneas Communications LLC;
Mutual Traffic Exchange Agreement by and between Peoples Telephone Company, Inc. and Aeneas Communications LLC;
Mutual Traffic Exchange Agreement by and between Peoples Telephone Company, Inc. and Access Integrated Networks, Inc.; and
Mutual Traffic Exchange Agreement by and between Crockett Telephone Company, Inc. and Aeneas Communications LLC;

Dear Ms. Dillon:

Attached for filing are the five (5) original signed agreements referenced above, along with thirteen copies of each and our check in the amount of \$250.00 to cover your filing fees.

Please note that we will, in the very near future, supplement each of these agreements with a Disaster Recovery Plan as required by the TRA.

As always, thank you for your kind assistance. Please do not hesitate to contact me regarding these agreements, should you have any questions or need anything further.

Yours truly,

Sarah Martin McConnell

Sarah Martin McConnell
Paralegal

SMM:bms
Enclosures

cc: William T. Ramsey
Steven G. Kraskin

RECEIVED
2007 JAN -5 PM 2:30
T.R.A. DOCKET ROOM

AGREEMENT

by and between

West Tennessee TELEPHONE COMPANY

and

Big River TELEPHONE COMPANY, LLC

TRA DOCKET NUMBER

07-00015

Handwritten signature

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PREFACE

This Agreement ("Agreement") shall be deemed effective upon approval by the Commission (the "Effective Date"), between West Tennessee Telephone Company ("West Tennessee"), a corporation organized under the laws of the State of Tennessee, with offices at 224 East Main St., Bradford, Tennessee 38316, and Big River Telephone Company, LLC ("Big River"), a limited liability company organized under the laws of the State of Delaware with offices at 24 S. Minnesota Ave., Cape Girardeau, MO 63703. (Big River and West Tennessee may be referred to hereinafter, each, individually as a "Party," and, collectively, as the "Parties").

WHEREAS, the Parties wish to establish interconnection arrangements for the purpose of transmission and termination of Telecommunications traffic that is within the scope of this Agreement, and

WHEREAS, the interconnection between the Parties will allow the Customers of each Party to complete local calls to the Customers of the other Party within the local calling area of West Tennessee ("Local Interconnection"); and

WHEREAS, this is intended to fulfill the Parties' needs to exchange Local Traffic.

Now, therefore, in consideration of the terms and conditions contained herein, West Tennessee and Big River hereby mutually agree as follows:

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GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises contained in this Agreement, and intending to be legally bound, Big River and West Tennessee hereby agree as follows:

1. Scope of this Agreement

- 1.1 This Agreement includes the Principal Document, ("General Terms and Conditions"), including Attachments A ("Glossary of Terms"); B ("Additional Services"); C ("Interconnection"); and Exhibit 1 to Attachment C. This Agreement specifies the rights and obligations of each Party with respect to the establishment of Local Interconnection within the incumbent service area of West Tennessee. Certain terms used in this Agreement shall have the meanings defined in the Glossary of Terms, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations.
- 1.2 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section. If any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in this main body (i.e., General Terms and Conditions) of the Agreement and any attachment or exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in the attachment or exhibit shall prevail.
- 1.3 Except as otherwise provisioned in the Agreement, the Agreement may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.
- 1.4 In connection with this Agreement, a Party may purchase services from the other Party pursuant to that other Party's Tariff. In such instances, the rates, terms, and conditions of the other Party's Tariff shall apply.

2. Regulatory Approvals

- 2.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval within thirty (30) Days after obtaining the last required Agreement signature. Big River and West Tennessee 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.
- 2.2 In the event of any amendment of the Act, any effective legislative action or any

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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 Applicable Law and such changes to Applicable Law require that this Agreement be amended, 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 to reflect any pricing, terms and conditions required by any such Amended Rules.

- 2.3 Notwithstanding any other provision of the Agreement, neither Party shall be obligated to offer or provide any service, facility, or interconnection arrangement to the other Party that is not required by the Act, Applicable Law, or not required by controlling regulatory requirements. To the extent that some service, facility, or interconnection arrangement provided by one Party to the other Party under this Agreement is determined not to be required by the Act, Applicable Law, or not required by controlling regulatory requirements, then the providing Party upon 90 days written notice to the other Party may discontinue the provision of such service, facility, or interconnection arrangement. To the extent the discontinued service or interconnection arrangement is available under prevailing tariffs from the Providing Party, then the Purchasing Party, may, at its option, obtain such services, facilities, or interconnection arrangements pursuant to the terms of such tariffs. Prior to any discontinuance of service, the Parties will seek to amend this Agreement.

3. Term and Termination

- 3.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect for a period of 3 years (36 months) after the Effective Date of this Agreement (the "Initial Term"). Thereafter, this Agreement shall renew automatically for successive six (6) month terms, commencing on the termination date of the initial term or latest renewal term and continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 3.2 Either West Tennessee or Big River may terminate this Agreement effective upon the expiration of the Initial Term or subsequent renewal term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 3.3 In the event of such termination, those service arrangements made available under this Agreement and existing at the time of termination shall continue without interruption until a replacement agreement has been executed by the Parties either (a) under a new agreement voluntarily executed by the Parties; (b) under a new agreement negotiated pursuant to the provisions of the Act; or c) under any agreement that may be available according to the provisions of Section 252(i) of the Act, but in no case will the existing service arrangements continue for longer than 180 days after the termination date.
- 3.4 If either West Tennessee or Big River provides notice of termination pursuant to Section 3 and by 11:59 PM Central Time on the proposed date of termination and

neither West Tennessee nor Big River has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate, and (b) the Services being provided under this Agreement at the time of termination will continue until the earlier of (1) the date such services are cancelled by Big River or (2) 180 days from the date of termination.

4. Attachments and Appendices

The following Attachments are a part of this Agreement:

Attachment A	--	GLOSSARY OF TERMS
Attachment B	--	ADDITIONAL SERVICES
Attachment C	--	INTERCONNECTION
Exhibit 1	--	DESIGNATION OF LOCAL SERVICE AREAS AND INTERCONNECTION POINT(S)

5. Applicable Law

- 5.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State of Tennessee, including but not limited to the Act, the rules, regulations and orders of the FCC and the Commission, and any orders and decisions of a court of competent jurisdiction. All disputes relating to this Agreement shall be resolved through the application of such laws.
- 5.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.
- 5.3 Neither Party shall be liable for any delay or failure in performance caused or required by Applicable Law, or the acts or failures to act of any governmental entity or official to the extent such acts nor failures to act were not caused or solicited by either Party and/or comply with Applicable Law.
- 5.4 If any provision of this Agreement shall be invalid or unenforceable under Applicable Law, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement; provided, that if the invalid or unenforceable provision is a material provision of this Agreement, or the invalidity or unenforceability materially affects the rights or obligations of a Party hereunder or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.
- 5.5 If any final and unstayed legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, materially affects any material provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law.



6. Assignment

- 6.1 Except as provided below, any assignment by either Party of any right, obligation, or duty, in whole or in part, under this Agreement or of any interest in this Agreement, without the written consent of the other Party shall be void, and the assigning Party shall remain responsible for all obligations hereunder.
- 6.2 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, an Affiliate of that Party without consent, but with written notification made no later than thirty (30) days prior to the assignment's effective date.
- 6.3 The effectiveness of any assignment shall be expressly conditioned upon the assignee's written assumption of all rights, obligations, and duties of the assigning Party. Assignee's written assumption shall be made and delivered to the non-assigning Party no later than thirty (30) days prior to the assignment's effective date. Unless prior written consent is obtained, where necessary, and assignee expressly assumes all rights, obligations, and duties of the assigning Party hereunder as provided herein, the assigning Party shall remain responsible for all rights, obligations, and duties under this Agreement.

7. Assurance of Performance

- 7.1 When reasonable grounds for insecurity arise with respect to the performance of either Party, the other Party may in writing demand adequate assurance of due performance.
- 7.2 The reasonableness of grounds for insecurity and the adequacy of any assurance offered shall be determined according to Telecommunications industry standards. Reasonable grounds for insecurity include, but are not limited to: (a) prior to the execution of this Agreement, a Party has sought a voluntary receivership or bankruptcy (or had a receivership or bankruptcy proceeding initiated against it); (b) the failure of a Party to demonstrate that it is creditworthy after the execution of this Agreement, (c) the failure of a Party to timely pay a bill (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which Big River has complied with all requirements set forth in Section 10) or perform a service or obligation as required by this Agreement, or (d) a Party admits its inability to pay debts as such debts become due.
- 7.3 Unless otherwise agreed by the Parties, after receipt of a justified demand, a Party shall have thirty (30) days to provide assurance of due performance as is adequate under the circumstances of the particular case.
- 7.4 To the extent that a cash deposit may be required, the Parties intend that the provision of such deposit shall constitute the grant of a security interest in the deposit pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction.
- 7.5 A Providing Party shall accrue interest on a cash deposit required under this Section at a rate equal to the maximum rate set by the Tennessee Regulatory



Authority for customer deposits.

- 7.6 To the extent that a letter of credit or cash deposit is required under this Section, a Providing Party may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon thirty (30) days written notice to the Purchasing Party in respect of any amounts to be paid by such Party hereunder that are not paid within thirty (30) days of the date that payment of such amounts is required by this Agreement.
- 7.7 If a Providing Party draws on the letter of credit or cash deposit, the Purchasing Party shall provide a replacement or supplemental letter of credit or cash deposit in accordance with the requirements of this Section.
- 7.8 Notwithstanding anything else set forth in this Agreement, if a Providing Party makes a request for assurance of performance in accordance with the terms of this Section, and the Purchasing Party fails to provide adequate assurance of due performance in accordance with the terms of this Section, the failure of which will substantially impair the value of the Agreement to the Providing Party, then the aggrieved Providing Party may suspend its own performance under the Agreement until such time as the Purchasing Party provides such assurance of performance.
- 7.9 The fact that assurance of performance is requested by a Providing Party hereunder shall in no way relieve the Purchasing Party from compliance with the requirements of this Agreement, nor constitute a waiver or modification of any terms of this Agreement.

8. Audits

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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 an aggregate value of at least \$50,000 for any consecutive 12-month period, 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.

9. Authorization

- 9.1 West Tennessee represents that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 9.2 Big River represents that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Tennessee and has full power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
- 9.3 Certification. Notwithstanding any other provision of this Agreement, Big River shall not place any orders under this Agreement until it has obtained such authorization as may be required by Applicable Law, and only if such authorization is maintained. Big River shall provide proof of such authorization to West Tennessee upon request.

10. Billing and Payment; Disputed Amounts

- 10.1 Except as otherwise provided in this Agreement, each Party shall bill the other Party on a monthly basis in an itemized format. The Parties shall also exchange billing information to process claims and adjustments as between themselves and on behalf of their Customers.
- 10.2 Except as otherwise provided in this Agreement, payment of amounts billed for Services provided under this Agreement, whether billed on a monthly basis or as otherwise provided in this Agreement, shall be due, in immediately available U.S. funds, within thirty (30) Calendar Days of the Purchasing Party's receipt of the invoice or forty-five (45) Calendar Days from the invoice date, whichever is sooner (the "Due Date"). If a Party does not receive a bill at least twenty (20) days prior to the thirty (30) day payment Due Date, then the bill shall be considered delayed. When the bill has been delayed, the billed Party may request an extension of the payment Due Date, by the number of days the bill was delayed. Such requests for a delay of the payment Due Date must be accompanied with proof of late bill receipt.
- 10.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek

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a refund of any amount paid; provided, however, if the billed party fails to provide a notice of dispute within twelve (12) months of the payment Due Date for the amount in question, then the billed party shall be deemed to have waived any disputes as to those amounts. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to Dispute Resolution under the terms of this Agreement.

- 10.4 Undisputed charges due to the billing Party that are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be in an amount specified by the billing Party which shall not exceed a rate of one-and-one-half percent (1.5%) of the overdue amount (including any unpaid previously billed late payment charges) per month.
- 10.5 Although it is the intent of both Parties to submit timely statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on the billing Party's failure to submit them in a timely fashion.
- 10.6 All usage data and invoices to be provided pursuant to this Agreement shall be sent to the following addresses:

To West Tennessee

c/o TEC Services, Inc.
1309 Louisville Avenue
Monroe, La. 71201
Attention: Lera Roark, Vice President
Phone: 318-322-0015
Fax: 318-323-2164
Email: lerar@tecservices.net

To Big River:

Big River Telephone Company, LLC
24 S. Minnesota Ave.
Cape Girardeau, MO 63703
Phone: 573-651-3373
Fax: 573-651-3605
Email: jjennings@bigrivertelephone.com

11. Confidentiality

- 11.1 As used in this Section 11 "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:



- i. Books, records, documents and other information disclosed in an audit pursuant to Section 8 ("Audits");
 - ii. Any forecasting information provided pursuant to this Agreement;
 - iii. 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);
 - iv. Information related to specific facilities or equipment (including, but not limited to, cable and pair information);
 - v. Any information that is in written, graphic, electromagnetic, or other tangible form, and marked at the time of disclosure as "Confidential" or "Proprietary;"
 - vi. 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
 - vii. 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.
- 11.2 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.
- 11.3 Except as otherwise provided in this Agreement, the Receiving Party shall:
- i. 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,
 - ii. 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.

- 11.4 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.
- 11.5 Unless otherwise agreed, the obligations of this Section do not apply to information that:
- i. 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;
 - ii. 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;
 - iii. 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;
 - iv. Is independently developed by the Receiving Party;
 - v. Is approved for disclosure or use by written authorization of the Disclosing Party (including, but not limited to, in this Agreement); or
 - vi. 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.
- 11.6 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.

- 11.7 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.
- 11.8 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.
- 11.9 Each Party's obligations under this Section shall survive the expiration, cancellation or termination of this Agreement.

12. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

13. Default

- 13.1 If either Party (the "Defaulting Party") defaults in the payment of any amount due, or if either Party violates any other provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice (the "Default Notice") thereof, the other Party (the "Aggrieved Party") may terminate this Agreement and services hereunder by written notice; provided the other Party has provided the defaulting Party with written notice at least twenty five (25) days' (which shall not begin to run until after the 60 day period) prior to terminating service.
- 13.2 Such Default Notice shall be posted by overnight mail, return receipt requested. If the Defaulting Party cures the default or violation within the twenty five (25) day period, the Aggrieved Party will not terminate service under this Agreement but shall be entitled to recover all costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of service. For purposes of this Section, the terms 'default,' 'violate,' and 'violation,' in all of their forms, shall mean 'materially default,' 'material default,' 'materially violate,' or 'material violation,' as appropriate.
- 13.3 If the Defaulting Party disputes that the Aggrieved Party's notice of default or violations is justified by relevant facts, then the Parties, by mutual agreement, may resolve the disagreement pursuant to the processes set forth in Section 15 ("Dispute Resolution"). Regardless, the Defaulting Party, without delay and without participating in the dispute resolution process pursuant to Section 15, may immediately pursue any available legal or regulatory remedy to resolve any question about the alleged default or violation or the Aggrieved Party's announced termination of the Agreement.



14. Reserved

15. Dispute Resolution

15.1 The Parties shall attempt to resolve any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who has authority to resolve the dispute and will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) Business Days to designate its own such representative in the negotiation. The Parties' representatives shall attempt to reach a good faith resolution of the dispute within thirty (30) days after the date of the initiating Party's written notice of the dispute. Upon mutual agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

15.2 If the Parties are unable to resolve the dispute within thirty (30) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.

16. Force Majeure

16.1 Neither Party shall be responsible for any delay or failure in performance which results from causes beyond its reasonable control ("Force Majeure Events"), whether or not foreseeable by such Party. Such Force Majeure Events include, but are not limited to, adverse weather conditions, flood, fire, explosion, earthquake, volcanic action, power failure, embargo, boycott, war, revolution, civil commotion, act of public enemies, labor unrest (including, but not limited to, strikes, work stoppages, slowdowns, picketing or boycotts), acts of God, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected.

16.2 If a Force Majeure Event occurs, the non-performing Party shall give prompt notification of its inability to perform to the other Party. During the period that the non-performing Party is unable to perform, the other Party shall also be excused from performance of its obligations to the extent such obligations are reciprocal to, or depend upon, the performance of the non-performing Party that has been prevented by the Force Majeure Event, including, but not limited to, payment of charges for services that were not performed due to the Force Majeure Event. The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of its non-performance and both Parties shall proceed to perform once the cause(s) are removed or cease.

16.3 Notwithstanding the provisions of Sections 16.1 and 16.2, although a Force Majeure event could result in delay of a payment obligation, in no case shall a Force Majeure Event excuse either Party from an obligation to pay money as required by this Agreement except for any demand of payment for services not performed due to the Force Majeure Event.



- 16.4 Nothing in this Agreement shall require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

17. Forecasts

In addition to any other forecasts required by this Agreement, upon request by the Providing Party, the Purchasing Party shall provide forecasts regarding the Services that it expects to purchase, including, but not limited to, forecasts regarding the types and volumes of Services that it expects to purchase and the locations where such Services will be purchased. Such forecasts are proprietary and confidential under the terms of this Agreement, and distribution of the forecasts or information based on such forecasts shall be limited to those persons associated with the Providing Party who need to know such information in order to adequately provision the types and volumes of Services that the Purchasing Party expects to purchase at the locations where such Services will be purchased. The Providing Party shall exercise commercially reasonable best efforts to adequately provision the types and volumes of Services forecast by the Purchasing Party to the extent required by law.

18. Fraud

Neither party shall bear responsibility for, nor have any obligation to investigate or make adjustments to the other Party's account in cases of, fraud by the other Party's Customers or other third parties. Provided, however, that both Parties shall cooperate to discover and prevent fraud by each Party's Customers or other third parties.

19. Good Faith Performance

The Parties shall act in good faith in their performance of this Agreement. Except as otherwise expressly stated in this Agreement (including, but not limited to, where consent, approval, agreement or a similar action is stated to be within a Party's sole discretion), where consent, approval, mutual agreement or a similar action is required by any provision of this Agreement, such action shall not be unreasonably withheld, conditioned or delayed.

20. Headings

The headings used in the Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of the Agreement.

21. Indemnification

- 21.1 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).

Handwritten signature/initials

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

- i. 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.
- ii. 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.
- iii. The Indemnifying Party shall have the authority to defend and settle any Claim subject to the conditions set forth below.
 - a. 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 it's 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.
 - b. 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.
 - c. 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.

- d. The Indemnifying Party and the Indemnified Party shall offer each other all reasonable cooperation and assistance in the defense of any Claim.

21.3 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.

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

22. Intentionally Omitted.

23. Intellectual Property

23.1 Except as expressly stated in this Agreement, this Agreement shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by either Party.

23.2 Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right, of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

23.3 Big River shall use commercially reasonable best efforts to obtain from its vendors who have licensed intellectual property rights to West Tennessee in connection with facilities and Services provided hereunder licenses under such intellectual property rights as necessary for West Tennessee to use such facilities and Services as contemplated hereunder and at least in the same manner used by Big River for the facilities and Services provided hereunder. Big River shall notify West Tennessee immediately in the event that Big River believes it has used its commercially reasonable best efforts to obtain such rights but has been unsuccessful in obtaining such rights. Nothing in this Section shall be construed in any way to condition, limit or alter a Party's indemnification obligations under this Agreement.

23.4 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY



RIGHT.

24. Joint Work Product

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

25. Law Enforcement.

- 25.1 Each Party may cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to Services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.
- 25.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.
- 25.3 Where a law enforcement authorities or national security authorities request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities or arrangements, a Party may act to prevent the other Party from obtaining access to such information concerning such lines, services, facilities and arrangements, through operations support system interfaces.

26. Liability

- 26.1 As used in this Section, "Service Failure" means a failure to comply with a direction to install, restore or terminate Services under this Agreement, a failure to provide Services under this Agreement, and failures, mistakes, omissions, interruptions, delays, errors, defects or the like, occurring in the course of the provision of any Services under this Agreement.
- 26.2 Except as otherwise stated in this Section, the liability, if any, of a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, to the other Party, the other Party's Customers, and to any other person, for Claims arising out of a Service Failure shall not exceed an amount equal to the pro rata applicable monthly charge for the Services that are subject to the Service Failure for the period in which such Service Failure occurs.
- 26.3 For the Services provided under this Agreement, except as otherwise stated in this Section, a Party, a Party's Affiliates, and the directors, officers and employees of a Party and a Party's Affiliates, shall not be liable to the other Party, the other Party's Customers, or to any other person, in connection with this Agreement (including, but not limited to, in connection with a Service Failure or any breach, delay or failure in performance, of this Agreement) for special, indirect, incidental, consequential, reliance, exemplary, punitive, or like damages, including, but not limited to, damages for lost revenues, profits or savings, or other commercial or

economic loss, even if the person whose liability is excluded by this Section has been advised of the possibility of such damages.

- 26.4 The limitations and exclusions of liability stated in this Section shall apply regardless of the form of a claim or action, whether statutory, in contract, warranty, strict liability, tort (including, but not limited to, negligence of a Party), or otherwise.
- 26.5 Nothing contained in this Section shall exclude or limit liability:
- 26.5.1 under Sections dealing with Indemnification, or, Taxes;
 - 26.5.2 for any obligation to indemnify, defend and/or hold harmless that a Party may have under this Agreement;
 - 26.5.3 for damages arising out of or resulting from bodily injury to or death of any person, or damage to, or destruction or loss of, tangible real and/or personal property of any person, or Toxic or Hazardous Substances, to the extent such damages are otherwise recoverable under Applicable Law;
 - 26.5.4 for a claim for infringement of any patent, copyright, trade name, trade mark, service mark, or other intellectual property interest;
 - 26.5.5 under Section 258 of the Act or any order of the FCC or the Commission implementing Section 258;
 - 26.5.6 caused by the gross negligence or intentionally wrongful acts or omissions of a Party, a Party's Affiliate, or a director, officer, employee, or subcontractor of a Party.
- 26.6 In the event that the liability of a Party, a Party's Affiliate, or a director, officer or employee of a Party or a Party's Affiliate, is limited and/or excluded under both this Section and a provision of an applicable Tariff, the liability of the Party or other person shall be limited to the smaller of the amounts for which such Party or other person would be liable under this Section or the Tariff provision.
- 26.7 Each Party shall, in its tariffs and other contracts with its Customers, provide that in no case shall the other Party, the other Party's Affiliates, or the directors, officers or employees of the other Party or the other Party's Affiliates, be liable to such Customers or other third persons for any special, indirect, incidental, consequential, reliance, exemplary, punitive or other damages, arising out of a Service Failure.

27. Network Management

- 27.1 Cooperation. The Parties will work cooperatively in a commercially reasonable manner to install and maintain a reliable network. West Tennessee and Big River 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.

- 27.2 Responsibility for Following Standards. Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service, network or facilities of the other Party or any third parties connected with or involved directly in the network or facilities of the other.
- 27.3 Interference or Impairment. If a Party ("Impaired Party") reasonably determines that the services, network, facilities, or methods of operation of the other Party ("Interfering Party") will or are likely to significantly degrade the Impaired Party's provision of services or the operation of the Impaired Party's network or facilities, the Impaired Party may interrupt or suspend service provided to the interfering party to the extent necessary to prevent such interference or impairment, subject to the following:
- i. The Impaired Party must notify the Interfering Party and allow that Party a reasonable opportunity to correct the problem.
 - ii. Where the Impaired Party does not know the precise cause of the interference or impairment, it must notify each Carrier that may have caused or contributed to the problem.
 - iii. Except in emergency situations (e.g., situations involving a risk of bodily injury to persons or damage to tangible property, or an interruption in Customer service) or as otherwise provided in this Agreement, the Impaired Party shall provide the Interfering Party at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period;
 - iv. Where the interference or impairment asserted by the Impaired Party remains unresolved by the Interfering Party after ten (10) days, the Impaired Party must establish with specific and verifiable information that a particular service, network, facility or method of operation of the Interfering Party is causing the significant degradation.
 - v. Where the Impaired Party demonstrates that a particular service, network, facility or method of operation of the Interfering Party is significantly degrading the performance of the Impaired Party's provision of services, the Interfering Party shall discontinue deployment of that service and correct the interference or impairment or migrate its Customers to technologies that will not significantly degrade the performance of other such services. Upon correction of the interference or impairment, the Impaired Party will promptly restore the interrupted or suspended Service. The Impaired Party shall not be obligated to provide an out-of-service credit allowance or other compensation to the Interfering Party in connection with the suspended Service unless Service was improperly interrupted or suspended by the Impaired Party.
- 27.4 Outage Repair Standard. In the event of an outage or trouble in any Service

being provided by a Party hereunder, the Providing Party will follow industry standard procedures for isolating and clearing the outage or trouble in a manner consistent with its obligations to act in a non-discriminatory manner.

28. Notice of Network Changes

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or network, or any other change in its facilities or network that will materially affect the interoperability of its facilities or network with the other Party's facilities or network, the Party making the change shall provide notice to the other Party of the change at least ninety (90) days in advance of such change; provided, however, that if an earlier publication of notice of a change is required by Applicable Law, notice shall be given at the time required by Applicable Law.

29. Notices

29.1 Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement:

29.1.1 shall be in writing;

29.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, or (c) by certified or registered U.S. mail, return receipt requested, postage prepaid; and

29.1.3 shall be delivered to the following addresses of the Parties:

To: Big River:

John F. Jennings
CFO
Big River Telephone Company, LLC
24 S. Minnesota Ave.
Cape Girardeau, MO 63703
Phone: 573-651-3373
Fax: 573-651-3605
Email: jjennings@bigrivertelephone.com

With a copy to:

Kristy R. Godsey
Boult Cummings Conners & Berry PLC
1600 Division Street, Suite 700
P.O. Box 340025
Nashville, Tennessee 37203
Phone: (615) 252-2330
Fax: (615) 252-6330
Email: kgodsey@boultcummings.com

To: West Tennessee Telephone Company
c/o TEC Services, Inc.
1309 Louisville Avenue
Monroe, La. 71201
Attention: Lera Roark, Vice President

with a copy to:

William Boles, Jr., Esq.
The Boles Law Firm
1818 Avenue of America
Monroe, Louisiana 71201

And

Stephen G. Kraskin, Esq.
Communications Advisory Counsel
2154 Wisconsin Avenue N.W.
Washington, D.C. 20007

or to such other address(s) as either Party may designate from time to time by proper notice.

- 29.2 Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, and (c) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt.

30. Performance Standards

- 30.1 West Tennessee shall provide Services under this Agreement in accordance with the standards required by this Agreement. For standards not specifically stated in this Agreement, Services provided under this Agreement will be provided in accordance with Applicable Law. And for those standards not covered in any Applicable Law, Services under this Agreement will be provided in accordance with industry standards.
- 30.2 Big River shall provide Services under this Agreement in accordance with the standards required by this Agreement. For standards not specifically stated in this Agreement, Services provided under this Agreement will be provided in accordance with Applicable Law. And for those standards not covered in any Applicable Law, Services under this Agreement will be provided in accordance with industry standards.
- 30.3 This Section 30.3 applies only to those interconnection arrangements, Telecommunications Services, or other services, facilities or arrangements that one Party would not otherwise be required to provide to the other Party pursuant to Applicable Law or Tariff. To the extent that one Party requests (the "Requesting Party") of the other Party (the "Responding Party") any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement for the exchange of Telecommunications traffic or any other Services pursuant to this Agreement and the fulfillment of that request would involve service or network arrangements beyond that which the Responding Party provides for its own services or beyond that which the Responding Party provides with any other carrier with which the Responding Party has an interconnection agreement, or would require the Responding Party to incur extraordinary costs and/or expenses beyond that which the Responding Party incurs for its own services or beyond that which the Responding Party



incurs for service arrangements with any other carrier with which it has an interconnection agreement, the Responding Party may, at its option and after full and proper notice to the Requesting Party, provide such superior arrangements under the condition that the Requesting Party shall be responsible for any additional costs or expenses that may arise for the provisioning and operation of such superior arrangements.

31. Point of Contact for Big River Customers

31.1 Each Party shall establish telephone numbers and mailing addresses for purposes of communications with its Customers. Each Party shall advise its customers of these telephone numbers and mailing addresses. Each Party shall advise the other Party of these telephone numbers and mailing addresses.

31.2 Neither Party shall have any obligation to accept a communication from the other Party's Customer, including, but not limited to, a request by the other Party's Customer for repair or maintenance. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper Service provider.

32. Publicity and Use of Trademarks or Service Marks

32.1 A Party, its Affiliates, and their respective contractors and Agents, shall not use the other Party's trademarks, service marks, logos or other proprietary trade dress, in connection with the sale of products or services, or in any advertising, press releases, publicity matters or other promotional materials, unless the other Party has given its written consent for such use, which consent the other Party may grant or withhold in its sole discretion.

32.2 Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of it or its services or products by the other Party.

33. References

33.1 All references to Sections, Attachments, or Exhibits shall be deemed to be references to Sections, Attachments, and Exhibits of this Agreement unless the context shall otherwise require.

33.2 Unless the context shall otherwise require, any reference to a Tariff, agreement, technical or other document, or provision of Applicable Law, is to such Tariff, agreement, document, or provision of Applicable Law, as amended and supplemented from time to time (and, in the case of a Tariff or provision of Applicable Law, to any successor Tariff or provision).

34. Relationship of the Parties

34.1 The relationship of the Parties under this Agreement shall be that of independent contractors and nothing herein shall be construed as creating any other relationship between the Parties.

34.2 Nothing contained in this Agreement shall make either Party the employee of the other, create a partnership, joint venture, or other similar relationship between the

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Parties, or grant to either Party a franchise, distributorship or similar interest.

- 34.3 Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or Agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party in writing, which permission may be granted or withheld by the other Party in its sole discretion.
- 34.4 Each Party shall have sole authority and responsibility to hire, fire, compensate, supervise, and otherwise control its employees, Agents and contractors. Each Party shall be solely responsible for payment of any Social Security or other taxes that it is required by Applicable Law to pay in conjunction with its employees, Agents and contractors, and for withholding and remitting to the applicable taxing authorities any taxes that it is required by Applicable Law to collect from its employees.
- 34.5 Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.
- 34.6 The relationship of the Parties under this Agreement is a non-exclusive relationship.

35. Reservation of Rights

Notwithstanding anything to the contrary in this Agreement, neither Party waives, and each Party hereby expressly reserves, its rights: (a) to appeal or otherwise seek the reversal of and changes in any arbitration decision associated with any matter, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement; (b) to seek changes in this Agreement (including, but not limited to, changes in rates, charges and the Services that must be offered) through changes in Applicable Law; and (c) to challenge the lawfulness and propriety of, and to seek to changes in, any Applicable Law, including, but not limited to any rule, regulation, order or decision of the Commission, the FCC, or a court of applicable jurisdiction including challenge of or changes to matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement. Nothing in this Agreement shall be deemed to limit or prejudice any position a Party has taken or may take before the Commission, the FCC, any other state or federal regulatory or legislative bodies, courts of applicable jurisdiction, or industry fora addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed by this Agreement. The provisions of this Section shall survive the expiration, cancellation or termination of this Agreement.

36. Subcontractors

A Party may use a contractor (including, but not limited to, an Affiliate of the Party) to perform the Party's obligations under this Agreement; provided, that a Party's use of a contractor shall not release the Party from any duty or liability to fulfill the Party's obligations under this Agreement.

37. Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

38. Survival

The rights, liabilities and obligations of a Party for acts or omissions occurring prior to the expiration, cancellation or termination of this Agreement, the rights, liabilities and obligations of a Party under any provision of this Agreement regarding confidential information, indemnification or defense, or limitation or exclusion of liability, and the rights, liabilities and obligations of a Party under any provision of this Agreement which by its terms or nature is intended to continue beyond or to be performed after the expiration, cancellation or termination of this Agreement, shall survive the expiration, cancellation or termination of this Agreement.

39. Taxes

It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provisions will apply. In the event that any state or local excise, sales, or use taxes, if any (excluding any taxes levied on income), are applicable to the subject matter of this Agreement, then the Parties agree to negotiate mutually agreeable terms that will ensure that the tax obligation is met and that the taxes are properly collected by the Parties. To the extent that the Parties cannot agree on terms, then the Section 15 - Dispute Resolution process shall apply.

40. Technology Upgrades

40.1 Each Party (the "Providing Party") shall provide, maintain, repair or replace its facilities and Services, including those facilities and Services used by the other Party pursuant to this Agreement, at a level of quality that is equal to that which the Providing Party provides to itself, its Affiliates, and any third parties in accordance with the requirements of the Act. At a minimum, the Providing Party shall provide, maintain, repair or replace its facilities and Services in accordance with the same technical criteria and service standards that are used within its own network on terms and conditions that are just, reasonable and nondiscriminatory in accordance with the terms and conditions of this Agreement and Applicable Law.

40.2 Each Party shall have the right to deploy, upgrade, migrate and maintain its network to the extent permitted by Applicable Law. Nothing in this Agreement shall limit either Party's ability to modify its network through the incorporation of new equipment or software or otherwise.

41. Territory

41.1 This Agreement applies solely to the geographic territory in which West Tennessee operates as an Incumbent Local Exchange Carrier in the State of Tennessee.

42. Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein shall create or be construed to provide any third-persons with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

43. Filing of Agreement

The Parties understand and agree that this Agreement will be filed with the Commission.

44. Use of Service

Each Party shall make commercially reasonable efforts to ensure that its Customers, comply with the provisions of this Agreement (including, but not limited to the provisions of applicable Tariffs) applicable to the use of Services purchased by it under this Agreement.

45. No Waiver

Except as otherwise set forth in this Agreement, a failure or delay of either Party to enforce any of the provisions of this Agreement, or any right or remedy available under this Agreement or at law or in equity, or to require performance of any of the provisions of this Agreement, or to exercise any option which is provided under this Agreement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options. By entering into this Agreement, West Tennessee does not waive any rights, including, but not limited to, the rights afforded a Rural Telephone Company under 47 USC Section 251(f). This Agreement is the result of voluntary negotiations between Local Exchange Carriers and shall be construed as an Agreement reached through voluntary negotiation.

46. Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES PROVIDED, OR TO BE PROVIDED, UNDER THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE WARRANTIES AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

47. Entire Agreement

This Agreement and any Attachments, Appendices, or Tariffs which are incorporated herein by reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and 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 is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.



SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

West Tennessee Telephone Company

Big River Telephone Company, LLC

By: Lera Roark

By: John F. Jannings

Printed: Lera Roark

Printed: John F. Jannings

Title: Vice President

Title: CFO

Date: June 7, 2006

Date: June 8, 2006

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ATTACHMENT A GLOSSARY OF TERMS

1. General Rule

Unless the context clearly indicates otherwise, when a term listed in this Glossary is used in this Agreement, the term shall have the meaning stated in this Glossary. A defined term intended to convey the meaning stated in this Glossary is capitalized when used. Other terms that are capitalized, and not defined in this Glossary or elsewhere in this Agreement, shall have the meaning stated in the Act. Additional definitions that are specific to the matters covered in a particular provision of this Agreement may appear in that provision. To the extent that there may be any conflict between a definition set forth in this Glossary and any definition in a specific provision, the definition set forth in the specific provision shall control with respect to that provision.

Unless the context clearly indicates otherwise, any term defined in this Glossary which is defined or used in the singular shall include the plural, and any term defined in this Glossary which is defined or used in the plural shall include the singular.

2. Definitions

- 2.1 "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 2.2 "Act" means the Communications Act of 1934 (47 U.S.C. §151 et seq.), as amended from time to time (including, but not limited to, by the Telecommunications Act of 1996).
- 2.3 "Affiliate" shall have the meaning set forth in the Act.
- 2.4 "Agent" shall include an agent or servant.
- 2.5 "Agreement" means this Agreement, as defined in Part B, Section 1 of the General Terms and Conditions.
- 2.6 "Ancillary Traffic" means all traffic that is destined to provide Services ancillary to Telecommunications Services, or that may have special routing or billing requirements, including but not limited to the following: 911/E911, Operator Services, Directory Assistance, third party (except for that third party traffic that is specifically addressed in this Agreement), collect and calling card database query and Service, 800/888 database query and Service, CNAM, LIDB, and voice information Service.
- 2.7 "Applicable Law" means all effective laws, administrative rules and regulations, and any court orders, rulings and decisions from courts of competent jurisdiction, applicable to each Party's performance of its obligations under this Agreement.
- 2.8 "Business Day" means Monday through Friday, except for West Tennessee's holidays.
- 2.9 "Calendar Quarter" means January through March, April through June, July through September, or October through December



- 2.10 "Calendar Year" means January through December.
- 2.11 "Calling Party Number" or "CPN" means a CCS parameter that identifies the calling party's telephone number.
- 2.12 "Central Office" or "CO" refers to a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes ("NXXs"). Sometimes this term is used to refer to a telephone company building in which switching systems and telephone equipment are installed.
- 2.13 "Central Office Switch" refers to a switch used to provide Telecommunications Services, including, but not limited to, End Office and Tandem Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 2.14 "Commission" shall mean the Tennessee Regulatory Authority.
- 2.15 "Common Channel Signaling" or "CCS" refers to a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. The CCS currently used by the Parties is SS7.
- 2.16 "Common Language Location Identifier" or "CLLI Code" refers to a code developed by Telcordia Technologies as a method of identifying physical locations and equipment such as buildings, Central Offices, poles and antennas. There are three (3) basic formats for CLLI Codes: network entity, network support site, and customer site.
- 2.17 "Competitive Local Exchange Carrier" or "CLEC" refers to any Local Exchange Carrier providing Local Exchange Telecommunications Service in any area where it is not an Incumbent Local Exchange Carrier ("ILEC").
- 2.18 "Customer" or "End User" means the residential or business subscriber that is the ultimate end user of Telephone Exchange Services provided by either of the Parties.
- 2.19 "Customer Proprietary Network Information" or "CPNI" is as defined in the Act.
- 2.20 "Day" means calendar days unless otherwise specified.
- 2.21 "End Office Switch" or "End Office" means a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.
- 2.22 "Enhanced Services" shall mean services offered over common carrier transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the Customer's transmitted information; provide the Customer with additional, different, or restructured information; or involve Customer interaction



with stored information.

- 2.23 "Enhanced Service Provider" or "ESP" shall mean a provider of Enhanced Services.
- 2.24 "Entrance Facility" shall mean the facilities between a Party's designated premises and the Central Office serving that designated premises.
- 2.25 "FCC" shall mean the Federal Communications Commission.
- 2.26 "Foreign Exchange Service" is a tariffed local exchange service whereby a Customer who is located in one Rate Center Area ("Home Exchange Area") obtains local exchange service in a different Rate Center Area ("Foreign Exchange Area"). Tariffed Foreign Exchange Service provides the Customer with a private line interexchange circuit from the Customer's Home Exchange Area location to the Customer's Foreign Exchange Area and local exchange service in the Foreign Exchange Area. The Customer is assigned a telephone number associated with the Foreign Exchange Area. A Customer's Home Exchange Area and Foreign Exchange Area must be both within the same LATA and within the state of Tennessee.
- 2.27 "Incumbent Local Exchange Carrier" or "ILEC" shall have the meaning stated in the Act.
- 2.28 "Interexchange Carrier" or "IXC" means a Telecommunications Carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.
- 2.29 "Internet" means the collective international network of interoperable public, private, managed and non-managed computer and Telecommunications facilities, including both hardware and software, which comprise the interconnected world-wide network of networks that employ the Transmission Control Protocol/Internet Protocol (TCP/IP), or any predecessor or successor protocols to such protocol, to communicate information of all kinds by wireline or wireless connections.
- 2.30 "Internet Protocol" refers to a standard networking protocol that provides information transmission across interconnected networks, between computers with diverse hardware architectures and various operating systems, and keeps track of Internet addresses for different nodes, routes outgoing information and recognizes incoming information.
- 2.31 "Internet Service Provider" or "ISP" is a vendor who provides access for Customers (companies and private individuals) to the Internet and the World Wide Web for Telecommunication Services or other means, but does not include a common carrier to the extent that it provides common carrier services.
- 2.32 "Internet Traffic" or "ISP Bound Traffic" means dial-up ISP traffic that is originated and dialed by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP within West Tennessee's local serving area as defined by the effective local exchange tariff(s) of West Tennessee, including mandatory local calling scope arrangements established and defined by the Commission ("Local Internet Traffic"). A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope; i.e.



Extended Area Service ("EAS"), beyond the End User's basic exchange serving area. Therefore Local Internet Traffic, for purposes of this Agreement, includes both intra-exchange calls and EAS calls originated by an End User of one Party, delivered to the other Party, and terminated by the other Party to an ISP.

- 2.33 "IntraLATA Traffic" means telecommunications traffic that originates and terminates within the same LATA.
- 2.34 "Interconnection Point" or "IP" means the location on the incumbent LEC network of West Tennessee at which the connection is made by BIG RIVER for the exchange of Local Traffic between the Parties.
- 2.35 "Local Access and Transport Area" or "LATA" shall have the meaning set forth in the Act.
- 2.36 "Local Calling Area" shall mean the local serving exchange area as defined by the effective local exchange tariff(s) of West Tennessee, in addition to areas contained within exchanges that are included in non-optional Extended Area Service plans contained in the effective local exchange tariff(s) of West Tennessee and any other areas included by mandatory local calling scope arrangements established and defined by the Commission.
- 2.37 "Local Exchange Carrier" or "LEC" shall have the meaning set forth in the Act.
- 2.38 "Local Exchange Routing Guide" or "LERG" shall mean a Telcordia Technologies reference containing NPA/NXX routing and homing information.
- 2.39 "Local Number Portability ("LNP")" shall have the meaning stated in the Act.
- 2.40 "Local Service Request" ("LSR") means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect local services.
- 2.41 "Local Traffic" or "Subject Traffic" means traffic that is originated by an End User of one Party on that Party's network and terminates to an End User of the other Party on that other Party's network within West Tennessee's local serving area as defined by the effective local exchange tariff(s) of West Tennessee, including mandatory local calling scope arrangements established and defined by the Commission. For purposes of this Agreement, a call originated by or terminated to a Customer that obtains from one Party Foreign Exchange Service as defined in this Attachment shall be treated as Local Traffic based on whether the Foreign Exchange Area is within the local calling scope as set forth in the preceding sentence. A mandatory local calling scope arrangement is an arrangement that provides End Users a local calling scope; i.e. Extended Area Service ("EAS"), beyond the End User's basic exchange serving area. Therefore Local Traffic, for purposes of this Agreement, includes both intra-exchange calls and non-optional EAS calls, and does not include any optional extended local scope service arrangement. For this purpose, Local Traffic does not include any ISP-Bound Traffic.
- 2.42 "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-



digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.

- 2.43 "Numbering Plan Area ("NPA")" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 2.44 "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.
- 2.45 "Proprietary Information" shall have the same meaning as Confidential Information.
- 2.46 "Providing Party" means a Party offering or providing a Service to the other Party under this Agreement.
- 2.47 "Purchasing Party" means a Party requesting or receiving a Service from the other Party under this Agreement.
- 2.48 "Rate Center Area" refers to the geographic area that has been identified as being associated with a particular NPA-NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area that the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area.
- 2.49 "Rate Center Point" refers to a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing for distance-sensitive Telephone Exchange Services and Toll Traffic.
- 2.50 "Reciprocal Compensation" means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, costs incurred for the transport and termination of Subject Traffic originating by the Customers of one Party on that Party's network and terminating to the Customers of the other Party on that other Party's network.
- 2.51 "Service" means any Interconnection arrangement, Telecommunications Service, or other service, facility or arrangement, offered by a Party under this Agreement.
- 2.52 "Signaling System 7" or "SS7" refers to the common channel out-of-band signaling protocol (CCS) developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). BIG RIVER and West Tennessee currently utilize this

out-of-band signaling protocol.

- 2.53 "Subsidiary" means a corporation or other person that is controlled by a Party, controls a Party, or is under common control with a Party.
- 2.54 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.
- 2.55 "Synchronous Optical Network ("SONET") is an optical interface standard that allows interworking of transmission products from multiple vendors (i.e., mid-span meets). The base rate is 51.84 Mbps (OC-1/STS-1 and higher rates are direct multiples of the base rate up to 1.22 Gbps).
- 2.56 "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.
- 2.57 "Telcordia Technologies" refers to Telcordia Technologies, Inc., formerly known as Bell Communications Research, Inc. (Bellcore).
- 2.58 "Telecommunications" is as defined in the Act.
- 2.59 "Telecommunications Carrier" shall have the meaning set forth in the Act.
- 2.60 "Telecommunications Services" shall have the meaning set forth in the Act.
- 2.61 "Telephone or Local Exchange Service" shall have the meaning set forth in the Act.
- 2.62 "Voice over Internet Protocol Traffic" or "VOIP Traffic" is voice communications traffic that utilizes Internet Protocol format for some or all of the transmission of the call.
- 2.63 "Wire Center" means a building or portion thereof which serves as the premises for one or more Central Office Switches and related facilities.



ATTACHMENT B

ADDITIONAL SERVICES

1. Dialing Parity - Section 251(b)(3)

Each Party shall provide the other Party with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity in accordance with the requirements of Section 251(b)(3) of the Act.

2. Intercept and Referral Announcements

- 2.1 When a Customer changes its service provider from WEST TENNESSEE to BIG RIVER, or from BIG RIVER to WEST TENNESSEE, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.
- 2.2 Referral Announcements shall be provided for a period of time for business Customers and residential Customers in accordance with the same time period and terms specified in WEST TENNESSEE's tariff and/or pursuant to WEST TENNESSEE's general business practices. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number. This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.



ATTACHMENT C
INTERCONNECTION

This Attachment describes the arrangements between the Parties for interconnection and the transmission and routing of telecommunications traffic as set forth below.

1. Scope of Traffic

- 1.1 The Parties agree that they will deliver to each other over the interconnection facilities the following traffic: (1) Local Traffic and (2) Local Internet Traffic. The scope of the traffic for each Party is outlined in Exhibit 1 to this Attachment.
- 1.2 Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the circumvention of the application of intrastate or interstate access charges by the other Party including, but not limited to, the resale to third parties or the assignment of NPA-NXX numbers associated with one Rate Center for Customers that obtain local exchange service in a different Rate Center; except that where a Customer obtains Foreign Exchange Service as defined in Attachment A, the Customer will be assigned a NPA-NXX associated with the Foreign Exchange Area and the Customer will be deemed to be obtaining local exchange service in the Foreign Exchange Area. Each Party agrees that it will not provision any of its services in a manner that will result in, or permits, the arbitrage and/or circumvention of the application of access charges by the other Party or any other third party. Telecommunications traffic to or from Customers that originates or terminates in areas other than those included in the calling scope of Local Traffic is beyond the scope of the Agreement, except in the case of Foreign Exchange ("FX") service provided in accordance with approved tariffs. All traffic that does not originate and terminate to Customers within the same local calling area of either Party, excluding tariffed FX service, is subject to intrastate or interstate Switched Exchange Access Service tariffs regardless of whether the traffic may have utilized Internet Protocol or any other transmission protocol during the routing and transmission of the call.
- 1.3 Both Parties warrant that they will: (a) assign telephone numbers in a manner consistent with this Agreement to Customers that obtain local exchange service in the Rate Center Areas associated with the telephone number including, where a Customer obtains Foreign Exchange Service as defined in Attachment A, the Customer will be assigned a telephone number associated with the Foreign Exchange Area; (b) provision their local exchange carrier services in a manner that the resulting traffic exchanged between the Parties pursuant to this Agreement will be confined to the scope of the traffic as set forth in this Section; (c) adopt the Rate Center areas for the assignment of telephone numbers that are identical to those used by the incumbent local exchange carriers that serve the Local Service Exchange Areas related to the Local Traffic exchanged pursuant to this Agreement; (d) assign whole NXX Codes to each Rate Center, or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center; and (e) subject to section 4.2 below, provide Calling Party Number on Customer originated traffic delivered to the other Party. Both Parties agree that they will engineer their respective networks and design their respective systems to deliver traffic in compliance with this Agreement.

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- 1.4 If either Party violates Section 1.3 above, the other Party shall be entitled to charge originating and terminating access charges as prescribed by applicable tariff for traffic associated with such violations.
 - 1.5 Both Parties agree only to deliver traffic to the other Party pursuant to and consistent with the terms of this Agreement.
 - 1.6 Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by its End Users of its Telephone Exchange Services. The Parties acknowledge and affirm that calls to 911/E911 services shall NOT be routed over the trunk groups established between the Parties pursuant to this Agreement. To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.
2. Methods for Interconnection and Trunk Types
- 2.1 Methods for Interconnection.
 - 2.1.1 Interconnection
 - 2.1.1.A The Parties shall utilize the Interconnection Point(s) (or "IP(s)") designated as the points from which the Parties will provide transport and termination of traffic that is within the scope of the Agreement. Each Party will be responsible operationally and financially for bringing their facilities to the IP and for the delivery to the IP of any traffic that they send to the other Party under the terms of this Agreement. Where mutually beneficial to the Parties, they may agree to provision voluntary arrangements not otherwise required under Applicable Law.
 - 2.1.1.B The Parties agree to interconnect at one or more IPs as set forth in Exhibit 1 in accordance with the following options:
 - 1. a IP at an mid-span meet point established between the Parties at a point on the incumbent network of WEST TENNESSEE;
 - 2. any other mutually-agreed to arrangement, as negotiated by the Parties.
 - 2.1.1.C Each Party shall provide its own facilities or purchase necessary transport for the provisioning of facilities to the agreed-to IP(s). Big River shall be permitted to use a third party carrier's facilities for purposes of establishing interconnection indirectly with WEST TENNESSEE at the IP(s). In such case, on behalf of Big River, the third party carrier will connect its facilities with WEST TENNESSEE at the IP(s). Big River shall be responsible for the payment to any third party carrier for any charges associated with the facilities.
 - 2.1.1.D Indirect Interconnection provides for network interconnection between the Parties through a third party tandem provider

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performing a transit function. Under this arrangement, Big River may choose to connect indirectly to West Tennessee's network, and route local, intracounty and EAS Traffic via the facilities of BellSouth or another third party that performs a transit function on behalf of Big River. If Big River elects to utilize the facilities of BellSouth or any other carrier to transport traffic between Big River and the IP on the network of West Tennessee, Big River shall be responsible for any applicable transiting charges from the third party carrier for the transport of traffic to or from the IP in the network of West Tennessee. It is the understanding of the parties that transit charges are not applicable to intra-county traffic. In the event that the status of the treatment of intra-county traffic is altered and transit charges are deemed lawfully applicable, the parties agree that responsibility for any such transit charges will be determined by the Tennessee Regulatory Authority.

2.1.2 The Parties shall utilize the common channel out-of-band signaling (CCS) protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). The Parties currently utilize SS7 out-of-band signaling protocol and agree to continue to exchange traffic using SS7 signaling parameters including, but not limited to ISDN User Part ("ISUP"), Signaling Points including STPs, SSPs, and SCPs, and any other SS7 parameters necessary for the exchange of traffic.

2.1.2.A The Parties agree to cooperate on the exchange of all appropriate SS7 messages for call set-up, including Integrated Services Digital Network User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages, to facilitate full interoperability of all CLASS features and functions between their respective networks.

2.1.2.B Neither Party shall intentionally substitute or generate incorrect ANI, CPN or SS7 parameters on traffic exchanged pursuant to this Agreement. Upon determination that a Party has intentionally substituted or generated such incorrect parameters on traffic exchanged pursuant to this Agreement, the offending Party shall pay the other Party the difference between compensation paid (if any) and applicable access charges, plus interest due under the terms of the applicable access tariff from the date the traffic would have been billed if such parameters had been passed unaltered

2.2 Trunking Arrangements

2.2.1 The Parties will interconnect one or more trunk groups for the transmission and routing of Local Traffic and Local Internet Traffic as set forth in Exhibit 1 to this Attachment C.

2.2.2 For each trunk group with a utilization level of less than sixty percent (60%) for three consecutive months, unless the Parties agree otherwise,

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either Party may disconnect a sufficient number of the available trunks to attain a utilization level of approximately sixty percent (60%), however, the trunks will be grouped in multiples of 24 trunks for the purpose of determining utilization levels. The minimum utilization level of sixty percent (60%) is not required until trunk groups have been in service for at least six (6) months.

- 2.2.3 All trunks shall utilize SS7 Common Channel Signaling. The Parties agree to utilize B8ZS and Extended Super Frame (ESF) DS1 facilities, where available.
- 2.2.4 The Parties shall meet (telephonically or in person) from time to time, as needed, to review data on two-way trunks to determine the need for new trunk groups and to plan any necessary changes in the number of trunks.
- 2.2.5 The trunk group(s) established between the Parties pursuant to the terms of this Agreement for the exchange of Local Traffic and Local Internet Traffic shall be engineered to a P.01 Grade of Service. The performance standard for two-way trunk groups shall be that no such trunk group will exceed its design blocking objective for three (3) consecutive calendar traffic study months.
- 2.2.6 The Parties shall collaboratively determine the number of two-way trunks that are required to meet the applicable design-blocking objective for all traffic carried on each two-way trunk group. Big River shall order two-way trunks by submitting ASRs to WEST TENNESSEE and any applicable third party, setting forth the number of two-way trunks to be installed and the requested installation dates within WEST TENNESSEE's effective standard intervals or negotiated intervals, as appropriate. Big River shall populate all applicable fields in ASRs in accordance with OBF Guidelines as in effect from time to time, or use another mutually agreed upon format.
- 2.2.7 Both Parties shall monitor two-way trunk groups using service results for the applicable design blocking objective. If either Party ("Observing Party") observes blocking in excess of the applicable design objective on any two-way trunk group, the Observing Party may submit an ASR or Trunk Group Service Request ("TGSR") to the Other Party requesting that the trunk group be augmented to remedy the blocking. Upon receipt of such request, both Parties will provision additional trunks within five (5) Business Days.
- 2.2.8 The Parties will review all two-way trunk groups that reach a utilization level of seventy percent (70%), or greater, to determine whether those groups should be augmented. Big River will promptly augment all two-way trunk groups that reach a utilization level of eighty percent (80%) by submitting ASRs (or TGSRs followed by ASRs) for additional trunks sufficient to attain a utilization level of approximately seventy percent (70%), unless the Parties agree that additional trunking is not required. For each two-way trunk group with a utilization level of less than sixty percent (60%), unless the Parties agree otherwise, Big River will promptly submit ASRs (or WEST TENNESSEE will issue TGSRs followed by Big River's ASRs) to disconnect a sufficient number of trunks to attain a



utilization level of approximately sixty percent (60%) for each respective group, unless the Parties agree that the two-way trunks should not be disconnected.

3. Trunk Group Provisioning

- 3.1 Both Parties shall use either a DS-1 or DS-3 facilities interface at the IP. When and where an STS-1 interface is available, the Parties may agree to use such an interface. Upon mutual agreement, the Parties may agree to use an optical interface (such as OC-n).
- 3.2 Unless mutually agreed to by both Parties, each Party will outpulse ten (10) digits to the other Party.
- 3.3 Each Party will use commercially reasonable efforts to monitor the traffic exchanged by the Parties over the interconnection trunk groups and to augment those groups using generally accepted trunk engineering standards so as not to exceed blocking objectives.

4. Traffic Measurement and Billing over Interconnection Trunks

- 4.1 Each Party, at its own expense, reserves the right to audit all traffic and any associated billing as specified in this Section of the Agreement, up to a maximum of two audits per calendar year to ensure that only Local Traffic and Local Internet Traffic are being routed on the Interconnection Trunks and that rates are being applied appropriately. Each Party agrees to provide the necessary Traffic data in conjunction with any such audit in a timely manner.
- 4.2 To the extent technically and economically feasible, each Party shall pass Calling Party Number (CPN) information on each call. For those Customer's whose premise equipment is unable to populate the CPN in the call detail record, each party shall populate the CPN field with the Customer's billing number, subject to the aforementioned limitations. The Parties agree that they will not populate the CPN field in the call detail record with a wholesale Customer's billing or local routing number but will utilize the final Customer's CPN or billing number.
 - 4.2.1 Where possible, actual call detail records including the CPN, will be used by the terminating Party for purposes of auditing the scope of traffic. Where a terminating Party has the capability, it will use the actual call detail records including the CPN information associated with each specific call to identify traffic delivered by the other Party as either Local Traffic, Local Internet Traffic or traffic that is not within the scope of this Agreement.
 - 4.2.2 When a terminating Party receives insufficient call detail or the CPN is missing or masked, and therefore cannot determine whether the call is or is not within the scope of this Agreement, and if the percentage of traffic delivered with CPN and having sufficient detail is greater than 98% of total calls delivered, the calls without sufficient detail or CPN will be presumed to be in the same proportion as the calls having sufficient detail and CPN. If traffic delivered by one Party to the other Party has CPN and sufficient call detail on fewer than 98% of the calls, the terminating Party may



provide written notice of a billing dispute to the other Party delivering such calls below the 98 percent threshold. Upon such notice, the Party delivering the traffic to the other Party (the "Delivering Party") shall have 30 days to investigate and correct the lack of CPN and report the date the problem was corrected to the other Party (the "Terminating Party") or provide evidence indicating the nature of calls that have insufficient call detail or lack a CPN. If the problem cannot be repaired within 30 days of the written notice to bring the delivered traffic without CPN to fewer than 2% of total calls, the Terminating Party will bill intrastate access charges on all traffic without CPN based on the evidence provided until such time as the traffic without CPN is fewer than 2% of total traffic.

5. Local Traffic and Local Internet Traffic

- 5.1 The specific compensation terms and conditions set forth in this Section of the Agreement for Local Traffic, as defined in Attachment A ("Glossary"), 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 nature of the Local Traffic to be exchanged between the Parties and all other 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 the relative obligations and consideration are sufficiently in balance between the Parties such that neither Party has any obligation to provide any monetary compensation to the other Party for the other Party's origination or termination of Local Traffic within the scope of 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. The compensation terms and conditions set forth in this section are specifically related to and dependent on all of the provisions of Section 5.1 and any other terms and conditions of this Agreement.
- 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) any Internet Traffic; (2) interstate or intrastate Exchange Access or exchange services for Exchange Access; (3) 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; (4) Switched Exchange Access Service traffic; or (5) 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 Internet Traffic.

- 5.4.1 The Parties agree to transport and switch Local Internet 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 Internet Traffic may be switched and transported as if Local Internet Traffic is Local Traffic. The switching and transport of Local Internet 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 Local Internet 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 Local Internet Traffic including, but not limited to, compensation for switching, transport or termination of Local Internet Traffic.
- 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 Local Internet 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. Reserved for Future Use

7. Intermediary Services

Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its End Users to the End Users of a third party telecommunications carrier without the consent and agreement of all parties. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party. This Agreement does not



obligate either Party to provide an intermediary service.

8. Number Resources, Rate Center Areas and Routing Points

- 8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Center Areas and Routing Points corresponding to such NXX codes.
- 8.2 During the term of this Agreement, Big River shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for WEST TENNESSEE and any other incumbent Local Exchange Carriers within the serving area. Big River shall assign whole NPA-NXX codes to each Rate Center Area or where, applicable, thousand number blocks within a NXX Code assigned to that Rate Center unless otherwise ordered by the FCC, the Commission or another governmental entity of appropriate jurisdiction, or the telecommunications industry adopts alternative methods of utilizing NXXs.
- 8.3 It shall be the responsibility of each Party to program and update its own switches and network systems. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

9. Installation, Maintenance, Testing and Repair.

- 9.1 Unless otherwise agreed in writing by the Parties, to the extent required by Applicable Law, Interconnection provided by a Party shall be equal in quality to that provided by such Party to itself, any subsidiary, affiliates or third party. If either Party is unable to fulfill its obligations under this Section, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that to the extent required by Applicable Law, the standards to be used by a Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity with standards used by such Party with respect to itself, any subsidiary, affiliate or third party.
- 9.2 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist: (a) No trouble is found in the interconnection trunks; (b) The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or (c) Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.
 - 9.2.1 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.
 - 9.2.2 Billing for maintenance service by either Party is based on each half-hour or fraction thereof expended to perform the work requested. The time



worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in WEST TENNESSEE's intrastate access tariff.

10. Number Portability - Section 251(B)(2)

The Parties shall provide number portability (NP) in accordance with rules and regulations as prescribed from time to time by the FCC.

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ATTACHMENT C - Exhibit 1

Local Service Exchange Areas Between Which Local and Extended Area Service (EAS) Traffic Is To Be Exchanged Pursuant to this Agreement.

This Exhibit specifies the Local Service Exchange Areas and Extended Area Services covered pursuant to the AGREEMENT FOR THE TRANSPORT AND TERMINATION OF LOCAL AND EXTENDED AREA SERVICE (EAS) TRAFFIC between West Tennessee and Big River:

I. Local Service Areas Covered by this Agreement:

A. West Tennessee's local service area is defined as the geographic area covering the following exchanges:

- Bradford (731-742) – EAS to Dyer, Humbolt, Brazil, Yorkville, Milan, Rutherford, Median, Gibson and Trenton
- Rutherford (731-665) – EAS to Dyer, Kenton, Medina, Gibson, Trenton, Humbolt, Brazil, Yorkville and Milan

B. Big River's local service area is defined as the geographic area covering the following exchanges:

- Bradford (731-404) – EAS to Brazil, Dyer, Gibson, Humbolt, Median, Milan, Rutherford, Trenton and Yorkville.
- Dyer (731-483-2xxx) – EAS to Bradford, Brazil, Gibson, Humbolt, Median, Milan, Rutherford, Trenton and Yorkville.
- Kenton (731-937-2xxx) – EAS to Brazil, Dyer, Gibson, Humbolt, Median, Milan, Rutherford, Trenton and Yorkville.
- Rutherford (731-205) – EAS to Bradford, Brazil, Dyer, Gibson, Humbolt, Median, Milan, Trenton and Yorkville.

II. Local and Extended Area Service Traffic Covered by this Agreement includes:

A. Calls originated in the local service area of West Tennessee as defined in Sec. I(A) above and terminated in the local service area of Big River as defined in Sec. I (B) above.

B. Calls originated in the local service area of Big River as defined in Sec. 1 (B) above and terminated in the local service area of West Tennessee as defined in Sec. I (A) above.

The term "local service area" as used in this section has the same meaning as the definition set forth in the Glossary to this Agreement. The intent of this Agreement is to apply the terms and conditions set forth in the Agreement to traffic between the parties that is applied to traffic between West Tennessee and BellSouth. 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. With respect to traffic terminated by one party on the network of the other party that does not qualify as toll-free, the terminating party will charge the other party for termination in accordance with its established intrastate access charges.

III. Designation of Points of Connection For the Delivery of EAS Traffic Pursuant to this Agreement:

RESERVED

Approved and executed this 7th day of June, 2006.

West Tennessee Telephone Company, Inc.

By Lera Roark

Printed LERA ROARK

Title VICE PRESIDENT

Date: JUNE 7, 2006

Big River Telephone Co.

By John F. Jenning

Printed JOHN F. JENNING

Title CFO

Date: JUNE 8, 2006

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