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KRISTEN V. DYER

VIA HAND DELIVERY

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

Re: *Local Traffic Agreement by and between United Telephone Company and
Charter Fiberlink - Tennessee, LLC; and
Local Traffic Agreement by and between Ardmore Telephone Company and
Charter Fiberlink - Tennessee, LLC;*

Dear Ms. Dillon:

Attached for filing are the two (2) original signed agreements referenced above, along with thirteen copies of each and our check in the amount of \$100.00 to cover your filing fees.

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
Paralegal

SMM:bms
Enclosures

cc: William T. Ramsey
Terry Wales

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2007 MAR -5 10 09:23
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LOCAL TRAFFIC EXCHANGE AGREEMENT

BY AND BETWEEN

UNITED TELEPHONE COMPANY

AND

CHARTER FIBERLINK – TENNESSEE, LLC

NOVEMBER 15, 2006

TRA Docket No. 07-00065

LOCAL TRAFFIC EXCHANGE AGREEMENT

THIS LOCAL TRAFFIC EXCHANGE AGREEMENT (this "Agreement") is made by and between United Telephone Company, ("United") and Charter Fiberlink - Tennessee, LLC ("Charter") and shall be effective on November 15, 2006 (the "Effective Date"). This Agreement may refer to either United or Charter or both as a "Party" or "Parties."

Witnesseth:

WHEREAS, United is an Incumbent Local Exchange Carrier providing local exchange service in its territory; and

WHEREAS, Charter is authorized by the Tennessee Regulatory Authority to operate as a Competitive Local Exchange Carrier in the State of Tennessee and provides local service to its End User customers in its territory; and

WHEREAS, this Agreement is entered into under subsections 251(a) and (b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act"); and

WHEREAS, United represents that it is a rural telephone company (as defined in 47 U.S.C. § 153), and the Parties agree that by voluntarily entering into this Agreement, United is not waiving any rights it may have pursuant to 47 U.S.C. § 251 (f) of the Act.

NOW THEREFORE, in consideration of the mutual agreements contained herein, United and Charter agree as follows:

1. DEFINITIONS

1.1. **Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent (10%).

1.2. **Commission** is defined as the Tennessee Regulatory Authority.

1.3. **End User** means the ultimate user of a voice communications service provided by a Party to this Agreement.

1.4. **FCC** means the Federal Communications Commission.

1.5. **Incumbent Local Exchange Carrier ("ILEC")** is as defined in the Act.

1.6. **Interconnection** is the direct or indirect linking of networks for the exchange, transmission and routing of traffic.

1.7. **Inter-LATA Toll Traffic** means, regardless of the form, format, code or protocol used for call origination, transport or termination, two-way interexchange traffic between the Parties in which a call originates at a point in one LATA and terminates at a point in another LATA, and is not

otherwise subject to terms applicable to a calling scope established by the FCC, the Commission or United's tariff service offering to be treated as non-toll traffic.

1.8. **Interstate Toll Traffic** means, regardless of the form, format, code or protocol used for call origination, transport or termination, two-way interexchange traffic between the Parties in which a call originates at a point in one state and terminates at a point in another state, and is not otherwise subject to terms applicable to a calling scope established by the FCC, the Commission or United's tariff service offering to be treated as non-toll traffic.

1.9. **Intra-LATA Toll Traffic** means, regardless of the form, format, code or protocol used for call origination, transport or termination, two-way interexchange traffic between the Parties in which a call originates at a point in one LATA and terminates at a point in the same LATA, and is not otherwise subject to terms applicable to a calling scope established by the Commission or United's tariff service offering to be treated as non-toll traffic.

1.10. **Intrastate Toll Traffic** means, regardless of the form, format, code or protocol used for call origination, transport or termination, two-way interexchange traffic between the Parties in which a call originates at a point in a state and terminates at a point in the same state, and is not otherwise subject to terms applicable to a calling scope established by the Commission or United's tariff service offering to be treated as non-toll traffic.

1.11. **ISP-bound Traffic** is defined as calls to a provider of Internet Services or information services and which, for purposes of inter-carrier compensation, in the absence of this Agreement, would be subject to the FCC's Order on Remand and Report and Order, FCC 01-131, CC Docket Nos. 96-98 and 99-68 as modified or amended. ISP-bound Traffic does not include Internet Protocol-enabled, real time, multi-directional voice calls.

1.12. **Local Access and Transport Area ("LATA")** is as defined in the Act.

1.13. **Local Calling Area** means one or more exchanges, as specified in United's tariff or as established by the Commission, within which any End User customer of United or of another ILEC may, on a non-optional basis, make a call to any other such End User without incurring a toll charge.

1.14. **Local Service Area** means a contiguous geographic area within a LATA comprising one or more exchanges within which United provides local exchange services. A Local Service Area may include all or part of one or more Local Calling Areas.

1.15. **Local Traffic** means, regardless of the form, format, code or protocol used for call origination, transport or termination, two-way telephone exchange traffic exchanged between the Parties that originates and terminates within United's Local Calling Area and includes any other traffic mandated by the Commission to be treated as non-toll traffic (e.g., intra-county calling routes, Extended Area Service ("EAS") routes and Extended Community Calling ("ECC") areas.

1.16. **Non-Local Traffic** means Interstate Toll Traffic, Intrastate Toll Traffic, Inter-LATA Toll Traffic and Intra-LATA Toll Traffic, all of which are subject to applicable interstate or intrastate access charges.

1.17. **Originating Party** means the Party who delivers Local Traffic and ISP-bound Traffic originating on its network to the other Party, for termination on the other Party's network.

1.18. **Terminating Party** means the Party to whom Local Traffic and ISP-bound Traffic is delivered by the other Party for termination on such Party's network.

2. SCOPE OF AGREEMENT

2.1. This Agreement sets forth the terms and conditions under which United and Charter agree to exchange Local Traffic and ISP-bound Traffic between their respective networks. This Agreement does not obligate either Party to provide arrangements not provided for herein.

2.2. The Parties agree to exchange Local Traffic and ISP-bound Traffic through Direct or Indirect Interconnection as described herein.

3. TERM OF THE AGREEMENT

3.1. The initial term of this Agreement shall be three (3) years, beginning on the Effective Date.

3.2. At the end of the initial term and each renewal term this Agreement shall automatically renew for additional terms of one year unless either Party gives notice at least ninety (90) days prior to the end of the then-current term of its desire to terminate this Agreement and negotiate a new agreement to govern the exchange of Local Traffic and ISP-bound Traffic between the Parties' networks.

3.3. If either Party gives notice pursuant to section 3.2 of its desire to terminate this Agreement and negotiate a new agreement, the Parties shall promptly commence to negotiate in good faith in an effort to reach a new agreement and shall continue to exchange Local Traffic and ISP-bound Traffic pursuant to the terms and conditions of this Agreement until they reach a new agreement.

3.4. If the Parties are unable to negotiate a new agreement within one hundred and thirty five (135) days after notice is provided pursuant to section 3.2, either Party may petition the Commission to mediate or arbitrate any open issues pursuant to Section 252 of the Act. Provided the Parties are pursuing mediation or arbitration of a new agreement, this Agreement shall continue in full force and effect until such new Agreement is effective.

3.5. The Parties may otherwise terminate this Agreement at any time only by mutual agreement.

4. INDIRECT INTERCONNECTION.

4.1. Either Party may deliver Local Traffic and ISP-bound Traffic indirectly to the other for termination through any carrier to which both Parties' networks are interconnected directly or indirectly. Subject to the Change of Law provisions set forth at Section 13.6 below, the Originating Party shall bear all charges payable to the transiting carrier(s) for such transit service with respect to Local Traffic and ISP-bound Traffic.

4.2. Unless otherwise agreed, the Parties shall exchange all Local Traffic and ISP-bound Traffic indirectly through one or more transiting carriers until the total volume of Local Traffic and ISP-bound Traffic being exchanged between the Parties' networks exceeds 240,000 minutes per month for three (3) consecutive months, at which time the Parties will establish Direct Interconnection, in accordance with section 5.1, upon the written request of either Party. Notwithstanding the foregoing, either Party may unilaterally, and at its sole expense, utilize one-way trunk(s) for the delivery of its originated Local Traffic and ISP-bound Traffic to the other Party.

4.3. After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated Local Traffic and ISP-bound Traffic indirectly except in the case of emergency, temporary equipment failure, overflow, or blocking. In the instance of overflow or blocking, the Parties will work cooperatively in a commercially reasonable manner to install additional trunks and associated facilities in accordance with Section 5.8.

5. DIRECT INTERCONNECTION.

5.1. At such time as either Party requests Direct Interconnection pursuant to section 4.2 or as otherwise agreed, the Parties shall establish Direct Interconnection of their networks at a single Point of Interconnection ("POI") for the exchange of all Local Traffic and ISP-bound Traffic between their networks except for indirect overflow traffic as provided in section 4.3. The Parties will establish trunks to exchange Local Traffic and ISP-bound Traffic and agree that all Local Traffic and ISP-bound Traffic exchanged between them over Direct Interconnections will be on trunks exclusively dedicated to Local Traffic and ISP-bound Traffic. If the Parties agree to two-way trunk groups to exchange Local Traffic they will mutually coordinate the provisioning and quantity of trunks. To the extent that the Parties are unable to agree upon the provisioning and quantity of two-way trunks, each Party shall use one-way trunks to deliver its originated Local Traffic and ISP-bound Traffic to the other Party.

5.2. The Parties shall endeavor to establish the location of the POI for Direct Interconnection by mutual agreement. Except as expressly provided otherwise in this section 5.2, the POI must be located within United's Local Service Area. The POI must be a technically feasible interconnection point that has been established on the network of United or, alternatively, a new technically feasible interconnection point on the network of United established between the Parties as a result of mutual agreement. In selecting the POI, both Parties will act in good faith and select a point that is reasonably efficient for each Party. If the Parties are unable to agree upon the location of the POI, either Party may petition the Commission to arbitrate any open issues regarding location of the POI pursuant to Section 252 of the Act.

5.3. Each Party has the obligation to install and maintain the appropriate trunks, trunk ports and associated facilities on its respective side of the POI and, except as expressly provided otherwise in this section 5.3, is responsible for bearing its costs for such trunks, trunk ports and associated facilities on its side of the POI. Notwithstanding the foregoing, to the extent that United has a meet point with the direct trunk provider for such Direct Interconnection trunks that is at a location that is different than United's Local Service Area boundary (e.g., the meet point occurs at United's switch inside United's Local Service Area boundary or the meet point occurs at a location outside United's Local Service Area boundary), United agrees to be operationally and financially responsible for the Direct Interconnection trunks used to deliver its originated traffic to and to receive Charter

originated traffic from either (a) United's Local Service Area boundary in the case of a meet point location with the direct trunk provider that is inside United's Local Service Area boundary, or (b) the meet point with the direct trunk provider in the case of a meet point location that is outside United's Local Service Area boundary.

5.4. A Party may provide its own facilities on its side of the POI, lease facilities from a third party, or obtain facilities from the other Party, if available, at tariffed rates. If either Party chooses to lease transport from the other Party, the same physical facility may be used to provision separate trunks for Non-Local Traffic and other trunks, such as special access or Feature Group D trunks.

5.5. Fiber Meet.

a. "Fiber Meet" is an interconnection arrangement whereby the Parties mutually agree to physically interconnect their networks via an optical fiber interface at a Fiber Meet Point.

b. If Charter and United mutually agree to interconnect pursuant to a Fiber Meet, Charter and United shall jointly engineer and operate the transmission systems on their respective sides of the Fiber Meet Point. The Parties shall interconnect their transmission and routing of Local Traffic and ISP-bound Traffic at the DS1 or DS3 Level. The Parties shall work jointly to determine the specific transmission system. Each Party's equipment must be compatible with the other Party's equipment. Each Party, at its own expense, shall procure, install and maintain the equipment on its side of the Fiber Meet Point.

c. The Parties shall endeavor to designate a point at or near the border of United's Local Service Area, or some other mutually agreeable point, as a Fiber Meet Point, and ILEC shall make all necessary preparations to receive, and to allow and enable Charter to deliver, fiber optic facilities into the Fiber Meet Point with sufficient spare length to reach the fusion splice point at the Fiber Meet Point.

d. Each Party, at its own expense, shall deliver and maintain its fiber strands to the Fiber Meet Point. Upon oral or electronic mail request by Charter, United shall allow Charter access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

e. The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system.

f. Each Party will be responsible, at its own expense, for providing its own transport facilities to the Fiber Meet Point.

5.6. Signaling. The Parties will directly or indirectly interconnect their networks using Signaling System 7 ("SS7") signaling as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks. Signaling information shall be shared between the Parties at no charge to either Party.

5.7. Signaling Parameters. United and Charter shall provide each other, or the transit service provider in the event the Parties are utilizing indirect interconnection for the exchange of traffic, the proper signaling information (*e.g.*, originating Calling Party Number ("CPN"),

Jurisdiction Indication Parameter ("JIP") and destination called party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All SS7 signaling parameters will be provided, where technically feasible, including CPN, JIP, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety-five percent (95%) of its total traffic, then traffic sent by one Party to the other Party without CPN or JIP (such traffic hereinafter referred to as "Unidentified Traffic") will be handled in the following manner. If the Unidentified Traffic is less than five percent (5%), such Unidentified Traffic will be treated as having the same jurisdictional ratio as the identified traffic. If the Unidentified Traffic exceeds five percent (5%), then the Party receiving such Unidentified Traffic shall notify the other Party in writing of such excessive Unidentified Traffic and each Party will cooperate with the other Party and exchange data as necessary to identify its traffic sent to the other Party, to determine the cause of the CPN or JIP failure, and to assist in its correction; provided, however, that if, after sixty (60) days following the receipt of such written notice, the Party receiving Unidentified Traffic continues to receive an amount of Unidentified Traffic exceeding five percent (5%) of the total traffic sent by the other Party, all the Unidentified Traffic shall be treated as intrastate toll and will be subject to intrastate access charges; further provided, however, that neither Party shall be responsible for paying intrastate access charges to the other Party on any traffic sent to a transit service provider with proper signaling information if such transit service provider corrupts, modifies or fails to provide such signaling information to the receiving Party of such traffic, and the traffic is not otherwise subject to intrastate access charges.

5.8. Facility Additions. From time to time, upon mutual agreement of the Parties, additional interconnection trunks and associated facilities shall be installed and maintained when the capacity of existing trunks are exceeded or are expected to be exceeded. Where additional trunks or associated facilities are required, such equipment shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar addition of trunks or facilities for the provisioning Party's own internal needs.

5.9. Neither Party will deliver Non-Local Traffic, untranslated traffic to service codes (*e.g.*, 800,888), or N11 Traffic (unless otherwise agreed) to the other Party pursuant to this Agreement.

6. NETWORK MANAGEMENT.

6.1. General. The Parties will work cooperatively with each other to install and maintain effective and reliable interconnected networks, including but not limited to, the exchange of maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

6.2. Dialing Parity. United and Charter shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays.

6.3. Programming. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of the Common Language Location Identifier ("CLLI") assigned to its switches. Charter will provide United with notice and associated LERG related information to identify those Charter NPA-NXX codes that Charter reasonably believes should be treated as numbers that may be called by a United End User on a local dialed basis and without a toll charge.

United shall promptly program and update its switches to recognize and route traffic to Charter's NPA-NXX codes after receipt of Charter's written request unless United, in good faith, reasonably believes that Charter's NPA-NXX codes should not be treated as numbers that may be called by its End User on a local dialed basis and without a toll charge in which case United shall, within three (3) business days after receipt of Charter's request, provide to Charter, in writing, its reasons for refusing to load Charter's NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for code loading activities, nor shall either Party unreasonably refuse to promptly load the other Party's assigned NPA-NXX codes into its switch(es) after receipt of a written request.

6.4. Grade of Service. Each Party shall provision its network to provide a designed blocking objective of P.01.

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

7. COMPENSATION FOR CALL TRANSPORT AND TERMINATION.

7.1. Local Traffic and ISP-bound Traffic.

The Parties agree that the mutual provisions and relative obligations of the Parties pursuant to this Agreement represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and that neither Party has any obligation to provide any monetary compensation to the other Party for such other Party's transport and termination of Local Traffic and ISP-bound Traffic in accordance with this Agreement. The Parties have each individually considered the scope of its Local Traffic and ISP-bound Traffic and the other Party's Local Traffic and ISP-bound Traffic and have concluded that the exchange of such traffic between the Parties will be balanced and that the exchange of ISP-bound Traffic will be de-minimis. Accordingly, the Parties agree that neither Party shall be required to compensate the other for the transport and termination of Local Traffic and ISP-bound Traffic.

7.2. Non-Local Assignment of Numbers. If either Party assigns an NPA/NXX to a Rate Center and assigns one or more numbers from that NPA/NXX to an End User physically located outside of the Local Calling Area associated with such Rate Center, (i) traffic originating from within the Local Calling Area associated with the Rate Center to which the NPA/NXX is assigned and delivered to an End User physically located outside of such Local Calling Area, and (ii) traffic originating from such number and terminating within the Local Calling Area associated with such Rate Center shall not be deemed to be Local Traffic. Each Party agrees to identify any such Non-Local Traffic to the other Party and to compensate the other Party for originating and terminating such Non-Local Traffic at their applicable tariffed interstate or intrastate switched access rates, as applicable.

7.3. Neither Party shall represent switched access traffic or other Non-Local Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call. Compensation

for originating and terminating Non-Local Traffic between the Parties shall be based on the applicable tariffed interstate or intrastate switched access rates.

7.4. Nothing herein is intended to limit any ability of the Terminating Party to obtain compensation from a transiting carrier for Local Traffic or ISP-bound Traffic transmitted to the Terminating Party through such transiting carrier.

8. BILLING AND PAYMENT.

8.1. **Billing.** Subject to Section 7, above, each Party shall bill the other Party on a monthly basis for all applicable charges under this Agreement. Charges will be billed in advance for all services and facilities to be provided during the next billing period except for charges associated with service usage and nonrecurring charges, which will be billed in arrears.

8.2. **Payment Due.** Payment of all invoices is due within thirty (30) days after the invoice date. If the thirtieth day after the invoice date falls on a Saturday, Sunday or designated bank holiday, the payment due date shall be the next day thereafter that is not a Saturday, Sunday or designated bank holiday.

8.3. **Late Payment Charge.** Late payments (including late payment of disputed amounts that are resolved in favor of the Billing Party) shall be subject to a late payment charge equal to the lesser of one and one-half percent (1.5%) per month or portion thereof or the maximum rate allowed by law of the unpaid balance until the full amount due, including associated late payment charges, is paid in full.

8.4. Billing Disputes.

a. **Unpaid Amounts.** The billed Party shall provide written notice to the billing Party of any dispute concerning any billed but unpaid amount within sixty (60) days after the invoice date, providing specific details regarding the disputed amount and the reason for disputing each disputed item. The billed Party shall pay by the payment due date all disputed amounts that are not disputed within sixty (60) days of the invoice date, subject to the right to dispute amounts after payment as provided in section 8.4.b.

b. **Paid Amounts.** The billed Party shall provide written notice to the billing Party of any dispute concerning any billed amount which the billed Party has already paid within one hundred eighty (180) days after the invoice date. If the billed Party fails to dispute any amount within such one hundred eighty (180) day period, whether paid or not, the amount billed shall conclusively be deemed correct, and the billed Party shall be deemed to have waived any right to dispute its obligation to pay such amount or to seek a refund thereof.

c. **Prospectively Disputed Class of Charges.** If a class of charges has been invoiced to the billed Party for three consecutive billing periods and the billed Party has specifically disputed that class of charges in accordance with section 8.4.a during each of the three consecutive billing periods and such dispute either remains unresolved or is resolved in the billed Party's favor, the billed Party may dispute that class of charges on a prospective basis beginning with the fourth billing period in which that class of charges is invoiced until the dispute is resolved by giving

written notice of such prospective dispute within ten (10) business days after the due date of the fourth consecutive invoice containing the disputed class of charges, providing specific details regarding the disputed class, as well as the circumstances surrounding and reasons for disputing the class of charges.

d. Resolution of Disputes. All disputes concerning invoiced amounts will be resolved pursuant to the Dispute Resolution provisions set forth in section 9. Upon resolution of any disputed charges—

i. no later than the second bill date following resolution of the dispute, the billing Party shall credit the billed Party's account for all disputed amounts resolved in favor of the billed Party, any late payment charges actually paid by the billed Party with respect to such disputed amounts, and interest at the same rate as the late payment charge on all amounts actually paid by the billed Party with respect to such disputed amounts; and

ii. within fifteen (15) days following resolution of the dispute, the billed Party shall remit to the billing Party any unpaid portion of all disputed amounts resolved in favor of the billing Party, together with applicable late payment charges on such unpaid amounts.

8.5. Back Billing. Neither Party will bill the other Party for previously unbilled charges for services or facilities that were provided more than one (1) year prior to the date of billing.

8.6. Recording. The Parties shall each perform traffic recording and identification functions necessary to provide and bill for the services contemplated hereunder. Each Party shall calculate terminating minutes of use based on standard automatic message accounting records made within its network. The records shall contain ANI or service provider information necessary to identify the originating carrier. The Originating Party shall generate and provide traffic records to the Terminating Party in Exchange Message Interface or another agreed-upon record format. The Parties shall each use commercially reasonable efforts, to provide these records monthly, but in no event later than thirty (30) days after generation of the usage data.

9. DISPUTE RESOLUTION.

9.1. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission and when arbitration by the Commission is otherwise expressly provided for herein, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation to the extent reasonably possible. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

9.2. Informal Resolution of Disputes. At the written request of either Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in any arbitration, lawsuit or regulatory proceeding without the

concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or if otherwise admissible, be admitted in evidence, in any arbitration, lawsuit or regulatory proceeding.

9.3. **Formal Dispute Resolution.** If negotiations fail to produce an agreeable resolution of any dispute within sixty (60) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. Each Party shall bear its own costs arising from any formal dispute resolution process, except that the Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

9.4. **Continuity of Service.** During the pendency of any dispute resolution procedure the Parties shall continue providing services to each other and shall continue to perform their payment obligations (including making payments in accordance with this Agreement).

10. LIABILITY.

10.1. **Indemnity.** Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against losses, costs, claims, liabilities, damages, and expenses (including reasonable attorney's fees) (collectively, "Damages") suffered or asserted by End Users and other third parties for:

- a. damage to tangible personal property or personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- b. claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications (including its employees, agents and contractors) or the communications of such Indemnifying Party's End Users; and
- c. claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party's indemnification obligations hereunder shall be applicable to any Damages to the extent caused by, arising out of or in connection with the negligence, intentional acts or omissions or willful misconduct of the Indemnified Party, including its employees, agents and contractors.

10.2. **Procedure.** The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by End Users or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense

and settlement of the claim, lawsuit or demand. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit. Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's written approval.

10.3. Limitation. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT TO THE EXTENT CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ITS AFFILIATES, ITS END USERS OR OTHER THIRD PARTIES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES, OR DAMAGES, INCLUDING ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED.

10.4. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

10.5. The limitation of liability in section 10.3 shall not apply to:

- a. provable damages arising from the gross negligence or willful misconduct of either Party or its Affiliates or
- b. provable damages arising from either Party's breach of the confidentiality provisions of section 13.4 or the indemnification provisions of section 10.1. Nothing herein shall restrict either Party's right to injunctive relief.

11. NOTICES.

11.1. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

To Charter:

Charter Communications, Inc.
Attn: Legal Department
12405 Powerscourt Drive
St Louis, Missouri 63131
314-965-6640 (fax)

To United:

United Telephone Company
Attn: Mr. Terry Wales, CEO
120 Taylor Street
Chapel Hill, Tennessee 37034
931-364-7202 (fax)

with a copy to:

Charter Communications, Inc.
Attn: Corporate Telephony – Carrier
Relations
12405 Powerscourt Drive
St. Louis, Missouri 63131
314-288-3555 (fax)

and

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346
770-395-0000 (fax)
chudak@fh2.com

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail, overnight courier, or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail.

11.2. In order to facilitate trouble reporting and to coordinate the repair of transport facilities, trunks, and other inter-network connection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other inter-network connection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contacts:

For Charter:

For United:

NOC Phone: 866-248-7662

NOC Phone: Ronnie Burton

Email:

Tel: 931-364-4326

[DLCorpNSOCTechs@chartercom.c](mailto:DLCorpNSOCTechs@chartercom.com)

om

Before either party reports a trouble condition, it must first use reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical issues associated with the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has isolated the trouble to the other Party's network and has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

12. REGULATORY APPROVAL.

12.1. The Parties understand and agree that this Agreement will be filed with the Commission, and to the extent required by FCC rules, may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission or FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

12.2. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

13. MISCELLANEOUS.

13.1. Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

13.2. Independent Contractors. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship other than that of provider and receiver of services. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Parties' End Users or others.

13.3. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement other than an obligation to pay money for services or facilities already rendered from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give prompt notice to the other Party and shall take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event (other than obligations to pay money for services or facilities already rendered) shall be abated and shall resume without liability thereafter.

13.4. Confidentiality. The Parties shall protect the confidentiality of each other's proprietary information and use such information only for the purpose of performing their obligations under this Agreement and shall protect the confidentiality of all customer proprietary network information as required by 47 U.S.C. § 222, and all applicable state statutes and regulations. The Parties agree that

all information concerning each Party's network, traffic and customers that has not been made public by such Party and all information expressly or impliedly designated by a Party as proprietary information is either: (i) the proprietary information of such Party pursuant to 47 U.S.C. § 222(a) and (b), and all traffic and customer information other than subscriber list information is customer proprietary network information as defined in 47 U.S.C. § 222(h)(1); or (ii) is otherwise confidential and proprietary information of the disclosing Party. The Parties shall comply with all valid regulations of the FCC promulgated pursuant to 47 U.S.C. § 222, in addition to all applicable state statutes and regulations.

13.5. **Governing Law.** For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, the domestic laws of the State of Tennessee without reference to conflict of law provisions shall govern this Agreement.

13.6. **Change of Law.** The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations. In the event that the parties are unable to reach mutual agreement regarding any such modifications, the matter shall be resolved in accordance with Section 9, above.

13.7. **Taxes.** Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income.

13.8. **Assignment.** This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party any facilities used in the performance of this Agreement, it will require as a condition of such transfer that the transferee assume this Agreement and the obligations of such Party hereunder with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void *ab initio*. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

13.9. **Audit and Review.** Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct annual reviews of and make copies of the relevant data (including without limitations billing records) possessed by the other Party to give assurance of

compliance with the provisions of this Agreement. Each Party's right to access information for review purposes is limited to data not in excess of twelve (12) months in age and the Party requesting a review shall fully cooperate with the Party being reviewed and shall bear its own costs associated with conducting such review. The Party being reviewed will fully cooperate with the reviewing Party and provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

13.10. Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

13.11. Publicity and Use of Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

13.12. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder.

13.13. No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

13.14. Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

13.15. Entire Agreement. This Agreement, together with all schedules, exhibits, and addenda hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may not be amended, modified, or supplemented except by written instrument signed by both Parties.

13.16. Severability. In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect.

13.17. Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and/or their respective counsel and shall be fairly interpreted in

accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

13.18. Survival. Any provision of this Agreement or Attachment, that by its nature should survive the expiration or termination of the Agreement, shall so survive.

13.19. 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.

13.20. Authority. The Parties each represent and warrant that the undersigned representative of each Party is fully authorized to execute this Agreement and so bind that Party to the terms herein.

IN WITNESS WHEREOF, the Parties have caused this LOCAL TRAFFIC EXCHANGE AGREEMENT to be executed on their behalf by their duly authorized representatives on the dates set forth below.

United:

Charter:

United Telephone Company

Charter Fiberlink - Tennessee, LLC

By: 

By: _____

Name: Terry M. Wales

Name: _____

Title: General Manager

Title: _____

Date: December 1, 2006

Date: _____

accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

13.18. Survival. Any provision of this Agreement or Attachment, that by its nature should survive the expiration or termination of the Agreement, shall so survive.

13.19. 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.

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IN WITNESS WHEREOF, the Parties have caused this LOCAL TRAFFIC EXCHANGE AGREEMENT to be executed on their behalf by their duly authorized representatives on the dates set forth below.

United:

United Telephone Company

By: _____

Name: _____

Title: _____

Date: _____

Charter:

Charter Fiberlink Tennessee, LLC

By: _____

Name: Ted Schremp

Title: SVP & GM Charter Telephone

Date: 11.3.06

United Telephone Company

Disaster Recovery Plan

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United Telephone Company

1.0 PURPOSE

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

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

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

2.0 SINGLE POINT OF CONTACT

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

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

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

3.0 IDENTIFYING THE PROBLEM

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

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

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

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

United Telephone Company

3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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

United Telephone Company

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

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

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

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

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

4.0 RESTORATION CONTROL CENTER (RCC)

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

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

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

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

United Telephone Company

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

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

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

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

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

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

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

5.0 RECOVERY PROCEDURES

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

United Telephone Company

5.1 CLEC OUTAGE

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

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

5.2 UNITED TELEPHONES OUTAGE

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

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

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

5.2.1 Loss of a Central Office

When United Telephone loses a Central Office, the RCC will

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

United Telephone Company

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

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

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

5.2.4 Loss of a Facility Hub

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

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

United Telephone Company

5.3 COMBINED OUTAGE (CLEC AND UNITED TELEPHONES' EQUIPMENT)

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

6.0 T1 IDENTIFICATION PROCEDURES

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

7.0 ACRONYMS

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

8.0 HURRICANE INFORMATION

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

9.0 UNITED TELEPHONE DISASTER MANAGEMENT PLAN

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